

5B(2)

DRAFT 11.8.17ml

RESOLUTION APPROVING SPECIAL USE PERMIT and SITE PLAN
280 Ellicott Road (SBL# 186.00-00-1-27.2)

WHEREAS, Five Star Equipment/GGBDS Realty Company, Inc. (Five Star) has applied for a Special Use Permit and Site Plan Review for 280 Ellicott Road, (SBL#186.00-1-27.2) PO West Falls, Town of Aurora, NY; and

WHEREAS, Five Star plans to demolish the existing building(s) on the parcel and to construct a new 22,484 sf building, parking lot, septic system and stormwater retention system; and

WHEREAS, the Aurora Town Board referred the Special Use Permit and Site Plan applications to the Aurora Planning Board for their review and recommendations; and

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

WHEREAS, the Planning Board voted unanimously to recommend that the Town Board approve the Site Plan; and

WHEREAS, as an Unlisted action under SEQRA requiring further review, the information was sent to interested agencies with no negative response received from the agencies; and

WHEREAS, after review of the Full Environmental Assessment Form for the project, the Town Board found that the project will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 116 – Zoning, Section 116-8.8 and Chapter 116 – Zoning, Article III of the Code of the Town of Aurora, the Aurora Town Board does hereby grant a Special Use Permit to Five Star Equipment to construct a 22,484 sf commercial building in an I (industrial) zone to be used as a facility for a heavy equipment dealer and service shop at 280 Ellicott Road (SBL#186.00-1-27.2), in the Town of Aurora, New York; and be it further

RESOLVED, that pursuant to Chapter 95 of the Code of the Town of Aurora, the Aurora Town Board approves the site plan submitted for 280 Ellicott Road (SBL#186.00-1-27.2), in the Town of Aurora, New York.

5C(2)

DRAFT 11.7.17mll

RESOLUTION APPROVING SPECIAL USE PERMIT
1241 Davis Road (SBL# 186.00-5-22)

WHEREAS, Dean Weber has applied for a Special Use Permit for a 24' by 40' accessory building (pole barn) at 1241 Davis Road, PO West Falls, Town of Aurora, NY, to be used as a storage building in conjunction with the nursery business at that location; and

WHEREAS, Chapter 116-8.6 states that this type of development in a B1 (business) zoned district requires a Special Use Permit from the Town Board; and

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

WHEREAS, the Planning Board voted unanimously to recommend that the Town Board approve the Special Use Permit contingent upon no adverse comments being received from the Erie County Planning Department; and

WHEREAS, the Erie County Planning Department had no recommendation regarding the project and that the proposed action was reviewed and determined to be of local concern; and

WHEREAS, based on a recommendation from the Superintendent of Building based on the size and use of the structure, the Town Board voted unanimously to waive the requirement for Site Plan Review; and

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

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 116 – Zoning, Article III of the Code of the Town of Aurora, the Town Board of the Town of Aurora does hereby grant a Special Use Permit to Dean Weber to construct a 24' by 40' commercial building to be used for storage in a B1(business) zone at 1241 Davis Road (SBL#186.00-5-22), PO West Falls, Town of Aurora, New York.

GA

AGREEMENT

Between

THE TOWN OF AURORA

And

ERIE COUNTY WATER AUTHORITY

AGREEMENT made this _____ day of _____, 2017 by and between the **TOWN OF AURORA**, 300 Gleed Avenue, East Aurora, New York 14052 hereinafter referred to as "Town", and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation, having its offices and principal place of business at 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter referred to as the "Authority".

WHEREAS, The Town has initiated plans to undertake the replacement of the Aurora-Porterville water main running between Pine Street and Girdle Road, in the Town of Aurora, including restoration and reconstruction; and

WHEREAS, The Authority requires an interconnection, meter pit, and an additional 150-200 linear feet of water main pipe to extend the Town's portion of the water main pipe through to the Village of East Aurora interconnect on Pine Street; and

WHEREAS, The Town and the Authority desire to enter into a cooperative agreement to coordinate and facilitate the water main project of the Aurora-Porterville water main between Pine Street and Girdle Road in order to achieve cost containment and efficiency;

NOW, THEREFORE, The Parties agree as follows:

1. WATER MAIN PROJECT

The Town will replace the Aurora-Porterville water main including restoration and reconstruction in accordance with Authority established standards and specifications. The water main project will consist of installation of approximately 1,800 linear feet of water main pipe, valves, fire hydrants, meter pit, interconnections and water services along the project area as depicted on the hereto attached Exhibit 1. The Town will provide the pipe, valves, hydrants, meter pit, interconnections and other necessary materials to construct the water main project. The Town will provide for the installation of water main and appurtenances including select fill. It shall be the responsibility of the Town to perform all associated restoration and reconstruction of the water main replacement project.

2. **RESTORATION AND RECONSTRUCTION:**

Subsequent to completion of the water main replacement and in accordance with General Municipal Law §103 the Town will restore and reconstruct the water main replacement area including but not limited to lawn restoration, road reconstruction, driveway and sidewalk restoration. The restoration and reconstruction of the area shall be the responsibility of the Town as part of the water main replacement project.

3. **REIMBURSEMENT**

The Town has provided a preliminary cost estimate for the water main project, restoration and reconstruction attached hereto as Exhibit 2, a letter from GHD dated November 2, 2017. Upon completion by the Town's contractor of installation of the water main, appurtenances and associated restorations, the Town shall submit to the Authority an accounting setting forth reimbursement of the actual cost of related water main items and restoration related to the water main project. The Authority shall reimburse the Town for water main related work and expenses for work performed in accordance with the Authority's standards, specifications and approved documents for the actual cost of the Authority's portion of the project not to exceed the sum of \$56,086.25, unless modified or changed, as provided in Paragraph 7. Payment will be made within forty-five (45) days from receipt of the invoice and approval by the Authority Board of Commissioners, upon advisement of the Authority's Executive Engineer.

4. **INDEPENDENT STATUS**

Nothing contained in the agreement shall be constructed to render either the Authority or the Town a partner, employee or agent of the other, nor shall either party have authority to bind the other in any matter, other than set forth in this agreement. It is intended that each party shall remain independent and separate from the other, and fully responsible for its own actions.

5. **INSURANCE**

The contractor which is awarded the bid shall secure and maintain such insurance necessary to protect itself from claims under the Workmen's Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims of damages because of injury to or destruction of property including loss of use resulting thereof in the amount as approved by the parties. The contractor shall provide and maintain insurance certifying that each party is insured under the policy. The issuance of the insurance policy shall not release the contractor from any claims in excess of the insurance coverage.

6. **INDEMNIFICATION**

The parties shall indemnify each other against any and all claims arising from the independent actions of each party, and shall defend and hold harmless the other party from and against all claims, suits, actions, costs, counsel fees, expenses, damages,

judgment or decrees based upon or arising out of damaged property or injury to person or other tortuous conduct caused or contributed to it by the other party or anyone under its direction or control or on its behalf in the course of its performance under this Agreement.

7. **AMENDMENTS AND MODIFICATIONS**

No modification, amendment or changes in the water main portion of the construction project involving the Authority shall be valid unless the Authority is advised in writing and approves of same.

8. **ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

9. **APPROVAL**

This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date above written.

TOWN OF AURORA

By _____
James Bach, Supervisor

ERIE COUNTY WATER AUTHORITY

By _____
Robert Anderson, Chairman

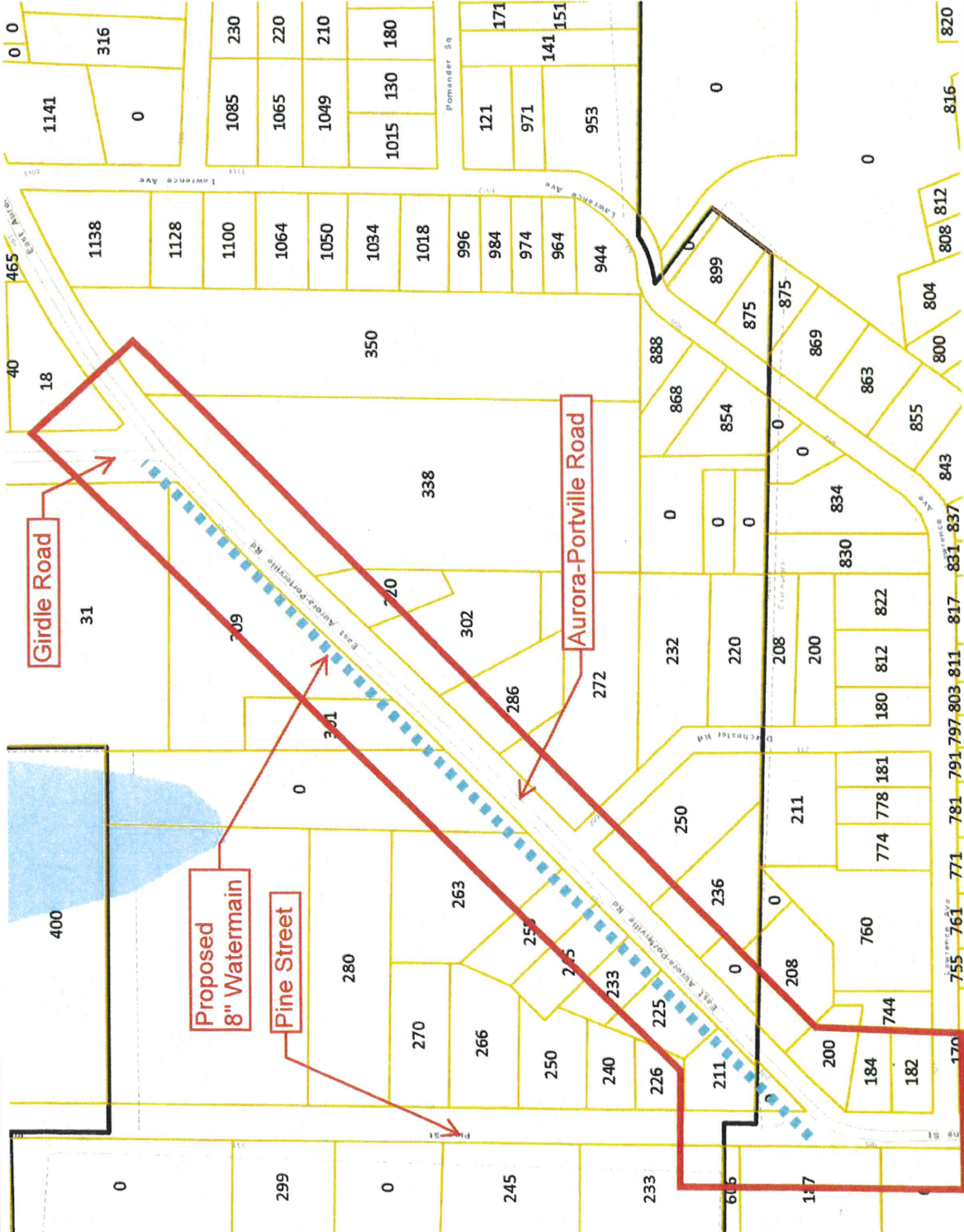
Aurora-Portville Road

Exhibit 1

- Legend**
- Parcels
 - Municipal Boundaries



1: 4,514



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

**ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS**

0 376.17 752.3 Feet
WGS 1984 Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION



November 2, 2017

Reference No. 631106

Sent via email and USPS

Russell Stoll, P.E.
 Erie County Water Authority
 3030 Union Road
 Buffalo, New York 14227

Dear Russell:

Re: Replacement of Existing 4-inch Watermain Along Aurora-Porterville Road

Under the terms of the executed Memorandum of Understanding (MOU) between the Town of Aurora and the Erie County Water Authority, all 4-inch pipe with hydrants are required to be replaced. Following the execution of this agreement, a segment of pipeline along Aurora-Porterville Road between Girdle Road and the Village of East Aurora and Town of Aurora line was discovered to be a 4-inch watermain with one hydrant. This watermain to remain in compliance with the MOU will be replaced with a new 8-inch watermain.

With the required replacement of this pipeline, the ECWA has requested to extend the proposed watermain to Pine Street and interconnect the Village of East Aurora's 12-inch transmission main to provide an additional water supply to the Town. The proposed short extension and interconnection will require the installation of master meter pit approximately 200 linear feet east of Pine Street at the village/town line.

ECWA has agreed to compensate the Town of Aurora for all construction, engineering, construction administration/oversight, and associate legal cost associated with this extension. Below is a detail breakdown of the estimated improvement costs based on current unit bid prices for the Water Distribution Project currently under construction.

Replacement of watermain between village/town line and Girdle Road (Town):		\$203,013.75+/-
1,600 LF of 8" piping x \$51/LF =	\$81,600	
2 hydrants x \$4,600/EA =	\$9,200	
1 8" gate valve x \$1,900/EA =	\$1,900	
800 CY of select backfill x \$31/CY =	\$24,800	
50 SY of County Road Replacement x \$45/SY =	\$2,250	
85 SY of Paved Driveway Replacement x \$57/SY =	\$4,845	
1 Interconnection x \$15,000/EA =	\$15,000	
7 near services x \$1,600/EA =	\$11,200	
7 far services x \$1,700/EA =	\$11,900	
1,775 SY grass restoration x \$7.25/SY =	\$12,868.75	
Engineering/CA/RI =	\$27,450	



Extension of watermain between Pine Street and village/town line (ECWA): \$56,086.25+/-

200 LF of 8" piping x \$51/LF =	\$10,200
100 CY of select backfill x \$31/CY =	\$3,100
50 SY of County Road Replacement x \$45/SY =	\$2,250
15 SY of Paved Driveway Replacement x \$57/SY =	\$855
1 Interconnection x \$15,000/EA =	\$15,000
225 SY grass restoration x \$7.25/SY =	\$1,631.25
1 master meter pit x \$20,000/EA =	\$20,000
Engineering/CA/RI =	\$3,050

The design of this replacement and extension are currently underway and it is anticipated that construction will be completed December 2017/January 2018 with final restoration in the spring of 2018. Should you have any questions please contact me at any time.

Sincerely,

GHD

William W. Wheeler, P.E.
Project Manager

WWW/jap

cc: James Bach, Town Supervisor
Martha Librock, Town Clerk
Camie Jarrell, GHD

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



TOWN CLERK
MARTHA L. LIBROCK
(716) 652-3280

townclerk@t

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

GB

MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Budget Amendment – Highway
DATE: 11/7/17

Approval is respectfully requested to amend the budget to record the receipt of funds from the sale of Highway equipment with Auctions International, as approved at the 9/25/17 Town Board meeting. The amendment is as follows:

- Increase revenue line DB 2665 Sale of Equipment by \$34,600.00
- Increase appropriation line DB 5130.217 Truck Purchase by \$34,600.00

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



TOWN CLERK
MARTHA L. LIBROCK
(716) 652-3280
townclerk@townofaurora.com

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

6C

MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Budget Amendment – CDBG Funds
DATE: 10/30/17

Approval is respectfully requested to amend the budget as follows to record the receipt of CDBG funds as reimbursement for the installation of new carpet in the Senior Center approved at the 8/14/17 Town Board meeting:

- Add revenue line A 4910 Community Development Act
- Increase A 4910 by \$4,520.77
- Increase expenditure line A 1620.422 Buildings & Grounds R&M by \$4,520.77

GD

Quotes for a 120' long by 6' high fencing with privacy screen, installed, at 575 Oakwood Avenue were received from:

Fences by Precision, Orchard Park, NY	\$1750.00
Fox Fence, Niagara Falls, NY	\$1850.00
Woodsmith Fence Corp., Lockport, NY	\$2180.00



GE

COUNTY OF ERIE

MARK POLONCARZ
COUNTY EXECUTIVE

Daniel Neaverth Jr.
Commissioner

ERIE COUNTY EMERGENCY SERVICES DIVISION OF EMS

3359 Broadway Street Cheektowaga, NY 14227
716 681-6070 – FAX 681-5256
www.erie.gov/emergency

Gregory Gill
Deputy Commissioner
Emergency Medical Services

Dear Chief Executive Officer;

The Erie County Emergency Services Division of EMS has been an Advanced Life Support First Response agency (ALS-FR) agency since January 2016. As we approach the time for a conversion from two year operating authority to a permanent authority, an important component of this application process is to define public need. The State EMS Council and the Department of Health defined public need as:

- **The demonstrated absence, reduced availability or and inadequate level of care in ambulance or emergency medical service available to a geographical area which is not readily correctable through the reallocation or improvement of existing resources.**

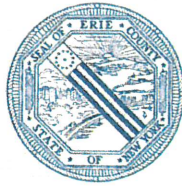
Within this two-year time frame Erie County Emergency Services Division of EMS has provided clinical care and medical support services to citizens of the County of Erie, New York in a reliable and efficient manner. We would like to **continue** as an ALS-FR, providing a **unique model of response** and clinical care within the community to include, but not limited to:

- Augment existing resources with an ALS-FR agency that has been able to exceed the minimum requirement of the New York State Department of Health Bureau of EMS with equipment and intervention capabilities (i.e. Ketamine, McGrath Video Laryngoscope, i-STAT).
- Development of Erie County Sheriff's Office Medical Response Unit (MRU) comprised of (19) Sheriff Deputies certified as Emergency Medical Technicians (EMT) to provide care in austere environments.
- Provide medical support services for Special Operations and Special Events without impact on the current 911 emergency medical response within the county.

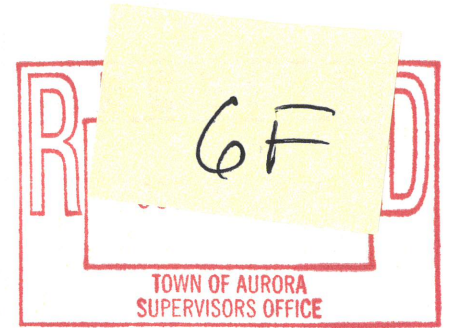
In conclusion, Erie County Emergency Services Division of EMS would like to continue to provide quality clinical care to the citizens of the County of Erie, New York. This can be accomplished through your ongoing support for our agency to provide augmented resources to both Special Operations and Special Events occurring throughout our communities. If you have any questions, please do not hesitate to contact me. We would request the courtesy of a response via fax or e-mail (kenneth.peterson@erie.gov) indicating your support of this application signed by your Chief Executive Officer at your earliest convenience.

Sincerely,

Kenneth M. Peterson



County of Erie
MARK C. POLONCARZ
COUNTY EXECUTIVE



DEPARTMENT OF CENTRAL POLICE SERVICES
STOP-DWI

October 18, 2017

Re: 2016 STOP-DWI
Memorandum of Understanding – MOU

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

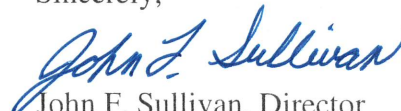
Dear Supervisor Bach,

Enclosed is the annual MOU between your municipality and the Erie County STOP-DWI Office. The agreement allows the County to pay your municipality for supplying data on DWI cases disposed in your court during 2016.

Please sign and return the MOU at your earliest convenience. Thank you for submitting the 2016 court reports on a timely basis.

As always, I would be glad to hear any thoughts you have for improving this process. Please direct any suggestions to me at 858-6727.

Sincerely,


John F. Sullivan, Director
STOP-DWI Office

Value of this Agreement: \$700.00

MEMORANDUM OF UNDERSTANDING

County of Erie
STOP-DWI Office

2016

And

Town of Aurora

- The Town of Aurora Operates a Town Court (The Court).
- Various Police agencies make DWI Arrests within the Court’s geographic boundaries.
- The arrests result in legal cases that are adjudicated by the Court.
- The Court collects information about the cases disposed there.
- The STOP-DWI Office has need of that information for statistical and administrative purposes.
- The STOP-DWI Office will pay the Town of Aurora \$10.00 (Ten Dollars) for the following information on each case of 1192-1,2,2a, 3, 4, 4a, 1193-1C & 5112a (ii), (iii):

For each case: First, Last Name, Middle Initial, DOB of Defendant, Date Of Arrest, Charges Laid, Disposition, Date of Disposition, Fine, Other Sanctions, Arresting Agency.

- Term of this MOU is January 1, 2016 to December 31, 2016
- A STOP-DWI Court Report or a DWI/AUO Disposition Report listing the case data will be sent to the STOP-DWI Office by July 15 of the current year for the first half of the year and January 15 of the following year for the second half.
- Upon receipt of the January 15th report and invoice letter, the STOP-DWI Office will forward one payment in the amount of \$10.00 for each case reported during the year.

Agreed:

_____ Date: _____
James J. Bach
Supervisor

ELECTRONICALLY SIGNED Date: _____
James Jancewicz, Commissioner
Erie County Central Police Services

Approved as to form:

By: ELECTRONICALLY SIGNED
Greg Kammer, Ass’t Co. Attorney

_____ Date: _____
John F. Sullivan, Director
STOP-DWI Office
County of Erie

Document # _____ Date: _____

By: _____
Maria Whyte, Deputy Co. Executive

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



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

TOWN COUNCIL MEMBERS

Susan A. Friess
sfriess@townofaurora.com

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Jolene M. Jeffe
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Charles D. Snyder
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SUPT. OF BUILDING
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assessor@townofaurora.com
(716) 652-0011

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

TOWN ATTORNEY
Ronald P. Bennett

TOWN JUSTICE
Douglas W. Marky
Jeffrey P. Markello

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

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

To: James Bach
From: Richard Dean
Re: Assessors' Christmas Party
DEC 5th

The Erie Co Assessors Association holds an annual Christmas Luncheon at Salvatore's Italian Gardens. The entire staff has traditionally attended this luncheon.

I request permission to close the office from 11:30-3:30, to allow Jamie & Joanie to attend.

We will include a "Sorry We Missed You" sheet on the office door, allowing anyone to enter their name & telephone for a returned call when we return.

Thank You.

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



TOWN CLERK
M
townclerk
6H

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

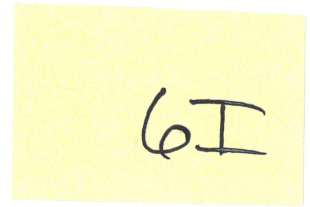
MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Surplus Printer
DATE: 11/7/17

Approval is respectfully requested to surplus the Ricoh Aficio SP C320dn printer (TOA #2180) from the Recreation Department due to broken plastic parts. The printer will be recycled during a local electronics recycling event.



Erie County Board of Elections
134 West Eagle Street
Buffalo, New York 14202



August 8, 2017

Re: Lease agreement and self-insurance notice

Greetings:

Attached please find a lease agreement between your organization and the Erie County Board of Elections as well as a self-insurance notice.

Please read the lease, complete the appropriate sections, and return to our office in the envelope provided.

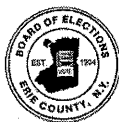
If you should have any questions, please contact our office at 858-7830. Thank you for your prompt attention to this matter.

Very truly yours,

Ralph M. Mohr
Commissioner

Jeremy J. Zellner
Commissioner

Polling Location Lease Agreement



This agreement, made on the 8th day of August, 2017, by and between **TOWN OF AURORA**, hereinafter known and referred to as the owner, and the Board of Elections for the County of Erie, hereinafter referred to as the tenant.

Witnesseth that the said owner has agreed to let, and by these presents, does hereby grant, demise and let unto the said tenant the following described premises:

City/Town & District(s): AURA 001, AURA 003, AURA 004

Building: AURORA SENIOR CITIZEN CENTER

Address: 101 KING ST, EAST AURORA NY 14052

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such a building that provides access, by ramp or otherwise, to physically disabled voters.

The tenant agrees to pay the owner **\$100** in rental for each full day of use of AURORA SENIOR CITIZEN CENTER.

PERSON IN CHARGE: _____
Day-time Phone Number: _____
Night-time Phone Number: _____

PERSON WHO OPENS BUILDING: _____
Day-time Phone Number: _____

BUILDING CUSTODIAN: _____
Day-time Phone Number: _____
Night-time Phone Number: _____

The above-mentioned location shall be used as a place to hold official voter registrations and the conduct of elections in accordance with provisions of the New York State Election Law on the date(s) listed below:

Primary Election:	September 12, 2017	5:30am – 9:30pm
General Election:	November 7, 2017	5:30am – 9:30pm

The tenant is to have uninterrupted use and possession of the leased area on each said date from 5:30am, being one-half hour prior to the opening of the polls until 9:30pm, being one half-hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later. In the event an election is delayed or continues as a result of a common disaster to another date, the tenant agrees to make available the leased area to the tenant on said subsequent date.

The owner hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The owner hereby promises, covenants and acknowledges as follows:

- a. to furnish necessary light, heat and, if available, cooling, to the leased area;
- b. to provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- c. to ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- d. that there is a functional restroom facility available for use by employees of the tenant during said day; and
- e. that political contributions by the owner of a polling place are prohibited and that it is a misdemeanor for such owner to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The tenant hereby promises, covenants and acknowledges as follows:

- a. not to use said premises or any part thereof for any purpose other than the official voter registration and election functions;
- b. not to let or sign over said premises, or any part thereof, to another without the prior written consent of the owner;
- c. to punctually pay said rent as the same accrues; and
- d. to take special care that no damage happens to the building or any improvements or fixtures therein.

A breach of any promise or covenant made by the tenant shall be reported by the owner to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence of the tenant or any of its agents or employees, the tenant hereby agrees to cooperate with the owner in filing a claim for damages with the County of Erie. The County does not assume liability for

Polling Location Lease Agreement



This agreement, made on the 8th day of August, 2017, by and between **TOWN OF AURORA**, hereinafter known and referred to as the owner, and the Board of Elections for the County of Erie, hereinafter referred to as the tenant.

Witnesseth that the said owner has agreed to let, and by these presents, does hereby grant, demise and let unto the said tenant the following described premises:

City/Town & District(s): AURA 008, AURA 010

Building: TOWN OF AURORA HIGHWAY GARAGE

Address: 251 QUAKER RD, EAST AURORA NY 14052

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such a building that provides access, by ramp or otherwise, to physically disabled voters.

The tenant agrees to pay the owner **\$100** in rental for each full day of use of TOWN OF AURORA HIGHWAY GARAGE.

PERSON IN CHARGE: _____ PERSON WHO OPENS BUILDING: _____
Day-time Phone Number: _____ Day-time Phone Number: _____
Night-time Phone Number: _____

BUILDING CUSTODIAN: _____
Day-time Phone Number: _____
Night-time Phone Number: _____

The above-mentioned location shall be used as a place to hold official voter registrations and the conduct of elections in accordance with provisions of the New York State Election Law on the date(s) listed below:

Primary Election:	September 12, 2017	5:30am – 9:30pm
General Election:	November 7, 2017	5:30am – 9:30pm

The tenant is to have uninterrupted use and possession of the leased area on each said date from 5:30am, being one-half hour prior to the opening of the polls until 9:30pm, being one half-hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later. In the event an election is delayed or continues as a result of a common disaster to another date, the tenant agrees to make available the leased area to the tenant on said subsequent date.

The owner hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The owner hereby promises, covenants and acknowledges as follows:

- a. to furnish necessary light, heat and, if available, cooling, to the leased area;
- b. to provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- c. to ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- d. that there is a functional restroom facility available for use by employees of the tenant during said day; and
- e. that political contributions by the owner of a polling place are prohibited and that it is a misdemeanor for such owner to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The tenant hereby promises, covenants and acknowledges as follows:

- a. not to use said premises or any part thereof for any purpose other than the official voter registration and election functions;
- b. not to let or sign over said premises, or any part thereof, to another without the prior written consent of the owner;
- c. to punctually pay said rent as the same accrues; and
- d. to take special care that no damage happens to the building or any improvements or fixtures therein.

A breach of any promise or covenant made by the tenant shall be reported by the owner to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence of the tenant or any of its agents or employees, the tenant hereby agrees to cooperate



7A

TOWN OF AURORA
Southside Municipal Center
300 Glead Avenue, East Aurora, NY 14052

From: Barbara A. Halt, Water Clerk

Monthly Statement – Water Fee Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of Oct, 2017_ in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:


Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$49,325.03
	Total Received	\$49,325.03

State of New York
County of Erie
Town of Aurora

Barbara A. Halt, being duly sworn, says that she is the Water Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to water fee collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.


Barbara A. Halt, Water Clerk

Subscribed and Sworn to before me
this 1st day of November, 2017


Notary Public
SHERYLA. MILLER
Reg. #01M6128663
Notary Public, State of New York
Qualified In Erie County
Commission Expires June 13, 2021

Month Year Reported: ----> October 2017 CLERK'S MONTHLY REPORT
 Town Name: -----> Town of Aurora
 Prepared By: -----> Martha L. Librock
 Date Submitted: -----> Nov, 01 2017

7B

TO THE Supervisor:

Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all the fees and monies received by me in connection with my office, during the month above stated, excepting only such fees and monies the application and payment of which are otherwise provided for by law.

RSC Code	Revenue Description rpt_RT_CMR_03_2011	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	17	2,114.00	83.03	2,030.97
200	DOG LICENSE REVENUE	181	2,286.00	2,072.00	214.00
301	MARRIAGE LICENSE	4	160.00	70.00	90.00
303	CERTIFIED MARRIAGE CERTIFICATE	3	30.00	30.00	0.00
602	DEATH CERTIFICATE	3	200.00	200.00	0.00
606	DEATH - GENEALOGY	1	11.00	11.00	0.00
Report Totals:		209	4,801.00	2,466.03	2,334.97

REVENUES TO SUPERVISOR - CLERK FEES	394.03
REVENUES TO SUPERVISOR - DOG FEES	2,072.00
TOTAL TOWN REVENUES TO SUPERVISOR:	<u>2,466.03</u>

Amount paid to NYS DEC REVENUE ACCOUNTING	2,030.97
Amount paid to DEPT. OF AG. AND MARKETS	214.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES	90.00
TOTAL DISBURSED TO OTHER AGENCIES:	<u>2,334.97</u>

TOTAL DISBURSED: 4,801.00

NOVEMBER 1 2017 JAMES J. BACH Supervisor,
 State of New York, County of Erie, Town of Aurora

Martha L. Librock being duly sworn, says that she/he is the Town Clerk of the Town of Aurora that the foregoing is a full and true statement of all Fees and Monies received by her/him during the month stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and Sworn to before me
 this 2nd day of November 2017

Martha L. Librock
 Town Clerk

Sheryla A. Miller Notary Public

SHERYLA A. MILLER
 Reg. #01MI6128663
 Notary Public, State of New York
 Qualified in Erie County
 Commission Expires June 13, 2021



7C

TOWN OF AURORA
Southside Municipal Center
300 Gleed Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of Oct, 2017 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Taxes	School Taxes	\$ 16,923,922.04
Taxes	Penalties	11,527.59
Taxes	Interest	179.82
Taxes	NOW Acct Interest	
Taxes		
	Total Received	\$ 16,935,629.45

State of New York
County of Erie
Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to tax collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 2nd day of November, 2017

Notary Public
SHERYLA A. MILLER
Reg. #01MI6128663
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 13, 2021

MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR **October 2017**

Permit Summary Audit Report By Permit Number for 10/1/17 - 10/31/17

<i>Appl.</i>	<i>Value</i>	<i>Fee</i>	<i>Type</i>	<i>Description</i>	<i>Issued</i>	<i>Value</i>
29	0	\$1,165.00	0095	APPLICATION FEE	29	0
2	396,496	\$2,055.90	0100	SINGLE FAMILY	2	396,496
2	9,750	\$83.60	0150	ADD TO RESIDENCE	2	9,750
5	28,500	\$932.50	0160	ALTERATION RESIDENTIAL	5	28,500
1	0	\$57.00	0175	TEMPORARY STORAGE TRAILER	1	0
3	40,956	\$407.20	0300	DETACHED GARAGE	3	40,956
8	158,826	\$1,803.15	0430	ACCESSORY BUILDING	8	158,826
1	2,592	\$43.20	0433	ACCESSORY BUILDING ADDITION	1	2,592
7	16,057	\$336.40	0435	ACCESSORY STRUCTURE	7	16,057
1	30,000	\$55.10	0437	SOLAR PV ENERGY SYSTEM	1	30,000
3	0	\$150.00	0438	FENCE	3	0
1	0	\$50.00	0454	DEMOLITION - ALL OTHER BUILDINGS	1	0
1	0	\$60.00	0489	A-FRAME SIGN	1	0
2	500	\$120.00	0490	SIGN	2	500
1	0	\$25.00	0493	TEMPORARY SIGN	1	0
5	29,821	\$250.00	0501	GENERATOR	5	29,821
5	0	\$770.88	0700	RENEW/REISSUE	5	0
2	0	\$400.00	0730	RECREATION/PARK FEE	2	0
79	713,498	\$8,764.93			79	713,498

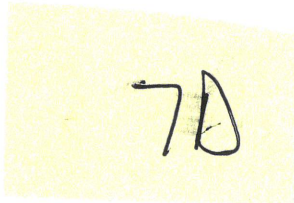
*plus \$560.00 in fees for Zoning Compliance Letters

\$65,103.96 YTD Building Permit Fees (Includes Park/Rec Fee)

\$64,836.65 2016 YTD Building Permit Fees (Includes Park/Rec Fee)

Plus Previous Total Value thru September
Current Total Value to October 31, 2017

\$6,441,818
\$7,155,316



ZONING BOARD OF APPEALS:

New Hearings: 1
 Adjourned:
 Review:
 Decisions: 1

NOTICES SENT:

Permits Expiring Soon: 2
 Expired Permits: 6
 Violations: 2
 2nd Notice Violations: 1
 Fire Violations:
 Zoning Comp Letters: 2 (one with 13 parcels)*
 General Letters: 2
 False Alarm Notices: 8
 FA 2nd Notice:
 FA Final Notice:

JCA CASES: 2

7E

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: OCTOBER 2017

ADMINISTRATIVE:

Reports:

- We have 11,500 members registered in our recreation system
- We had 109 individual program registrations in the month of October
- We generated \$7,900 in October sales
- Credit card purchases totaled 72% (95% on-line, 5% office)
 - 2016 to 2017 comparison:
 - Total sales from 1/1/16 – 10/31/16 \$247,248
 - Total sales from 1/1/16 – 10/31/16 \$219,010*
 - Total sales from 1/1/17 – 10/31/17 \$210,395

*This amount is shown to represent sales excluding baseball and softball.

Our fall programs are running well and registrations are slightly higher than last year's. The new programs we are offering this year are full, or filling. We are excited that our department can work closely with the staff of East Aurora Schools.

EAST has earned the Level 2 recognition award from USA swimming. This is a best practices system established by USA Swimming. We have been doing most of the "wet side" practices for a while, but weren't fulfilling some of the "dry side" management through the booster club until now.

EAST attended 3 meets in October with over half of the registration attending.

Staff Training:

Three of EAST coaches and I traveled to Cherry Hill, NJ again this year for the annual Eastern States Swim Clinic. This was sponsored by the EAST booster club and Niagara Swimming.

Elaine attended a Niagara Frontier Recreation and Parks Society mini conference to learn more about what other towns are doing for adult education programs.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics

TOWN OF AURORA SENIOR CENTER
DIRECTOR'S REPORT
MONTH OF OCTOBER 2017

7F

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

On Oct. 19th our center will hosted a seminar on falls. Erie County Senior Services and UB Pharmacy students presented the Traveling Falls Prevention Seminar. The seniors had consultations about their medications, balance assessments, and bone density screenings. The presentation included David May, PT, Beth Moses, R.N. B.S.N, Lisa Rood, Tai Chi instructor; and Robert Waller. I have included various pictures from the presentation. The program was well attended and our seniors gained valuable insight. A spin off to this program is the Matter of Balance class which filled very quickly. We are now offering the 8 week program on Mondays at 2pm. County Comptroller, Stefan Mychajliw, presented a program on Fraud Protection on Oct. 12th. He spoke on the scams and issues the seniors are experiencing and what the county will do to assist seniors.

On Oct. 4th we hosted our first University Express of the fall season. The program that was presented was on the Larkin Soap Company in Buffalo. The classes are offered in spring and fall and are extremely well attended. It certainly is the future senior programming. Our younger seniors are looking for educational and mentally challenging programs. We will offer 3 more this fall.

Our annual flu shot clinic was held on Oct. 3rd from 9-2pm. They gave over 100 flu shots; hopefully that keeps us all healthy. Simplex-Grinnell inspected our fire alarm system. We replaced the backup batteries in the alarm box to meet the requirements.

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: 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: Judy Augustyniak & Susan Ott
Participants: 25 people
Title: TAI CHI – advanced
Day & time: Mondays & Thursdays 10:00am
Supervisor: Dennis Desmond
Participants: 15
Title: YOGA
Day & time: Wednesdays, 9:45 – 11:00am
Supervisor: Irene Kulbacki
Participants: 22 people
Title: BOWLING
Day & time: Wednesdays, 1:00pm
Supervisor: Barb D'Amato
Participants: 48 people
Title: PAINTING
Day & time: Wednesdays, 1:00 – 3:30pm
Supervisor: Walt Carrick
Participants: 8-10 people
Title: BRIDGE
Day & time: Wednesdays, 9:30am – 2:00pm
Supervisor: Dave Lorcom
Participants: 40 people
Title: SENIOR CLUB
Day & time: Thursdays, 10:00am – 3:00pm
President: Joyce Salansky
Title: PACE (people with arthritis can exercise)
Day & time: Fridays, 9:00 – 10:00am
Supervisor: Donna Bodekor
Participants: 12 people

Title: SEWING & QUILTING
 Day & time: Tuesday 10-2pm
 Supervisor: Terry Piper
 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 – Nov. 6 & 7, 2017
 Supervisor: AARP trained teachers
 Participants: 34 people max.
 Title: WALK IN THE WOODS or in the Village
 Day & time: TBA
 Supervisor: tba
 Participants: 18
 Title: GENEALOGY ON THE WEB
 Day & time: TBA
 Supervisor: tba
 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
 Title: Chess Club
 Day & time: Thursdays 10:00am
 Supervisor: Roberto Gesualdi
 Participants: 10

TRIPS

Oct. 23 – Dorie’s Trip – Our day included the Strong Museum of play Rochester and the Shadow Lake Golf Club for lunch. We held the tour in honor of Doris Penfold who passed away last year.

FUTURE TRIPS

Nov. 6 – Seneca Niagara Casino

Nov. 27 – Dec. 2 – Nashville, TN

EVENTS & OTHER ACTIVITIES

Oct. 3 – Flu Shot Clinic hosted by Wegmans

Oct. 25 - Our book club read The Kitchen House. They continue to enjoy the books, movies, and the company.

Oct. 10 – Univera representative

Oct. 12 – County Comptroller, Stefan Mychajliw presented a program on Fraud Protection

Oct.19 – The Thursday Club attended the Falls Prevention Seminar

Oct.18 – Jennifer Johnston from Blue Cross & Blue Shield presented a program on “Good Bugs”.

Oct. 25 – The Thursday Senior Club held their Fallfest in the evening with a dish to pass and music.

Oct. 26 – Erie County Senior Services Case Manager, Melissa Mrugalski-Jalovick, is joining us on a permanent basis each month. She is now scheduling 10:00 – 11:00 for general information and 11:00 – 12:00 for appointments.

NUTRITIONAL LUNCH PROGRAM

Lunches are offered daily at a donation of \$3.00. Our weekly count for the program averaged 194 lunches per week. Lunch totals for the month of September were 778

Week of Oct. 2	230	Week of Oct. 9	158
Week of Oct. 16	197	Week of Oct. 23	193

Submitted by: Donna Bodekor



Fall Prevention Seminar Series was held at the Town of Aurora Senior Center on October 19th at 12:30 pm.

Those present included UB Pharmacy Students that assisted with medication questions and bone density screenings. Richard Derwald, Coordinator of Erie County Senior Fitness along with Jordan Weixlmann demonstrated exercises with bands. David May, PT from Sisters Hospital discusses on how Physical Therapy can improve your balance, Beth Moses, R.N., B.S.N., covered identifying hazards in around your home and steps to correct them.

Also speaking were Lisa Rood, certified Tai Chi instructor & Master Coach for Matter of Balance, Suzanne Desfosses-Gilliam, President of Touching Hearts at Home and Robert Waller Jr., who spoke on medications that increase the risk of falling.

