

April 23, 2012

A meeting of the Town Board of the Town of Aurora took place on Monday, April 23, 2012, at 7:00 p.m. in the Town Hall Auditorium, 300 Gleed Avenue, East Aurora, New York.

Members Present:	Jolene M. Jeffe	Supervisor
	James F. Collins	Councilman
	Susan A. Friess	Councilwoman
	James J. Bach	Councilman
	Jeffrey T. Harris	Councilman
Others Present:	Ronald Bennett	Town Attorney
	Patrick Blizniak	Supt. of Building
	David Gunner	Highway Superintendent
	Peggy Cooke	Recreation Director
	Richard Glover	Planning Board
	Charles Snyder	Planning Board
	William Adams	Planning Board
	Ronald Krowka	Chief of Police
	Thomas Malecki	Drescher Malecki - Auditors

Supervisor Jeffe opened the meeting at 7:00 p.m. with the Pledge of Allegiance to the Flag.

The first item on the agenda was a Public Hearing on a proposed drainage district for the Reed Hill Heights (fka Jewett Holmwood) subdivision. The notice was published in the East Aurora Advertiser and posted as evidenced by the affidavits of publication and posting. The Drainage District, to be known as Aurora Drainage District No. 2, has boundaries identical to those of the Reed Hill Heights Subdivision. The cost to maintain the district shall be levied and collected from the lots and parcels within the Drainage District.

Supervisor Jeffe opened the hearing at 7:03 p.m. and asked if anyone in the audience wished to comment.

Melissa Dispenza, Quaker Road, asked that appendix "C -9" be corrected to reflect that her property is in an agricultural zone, as well as Dombrowski's property.

Marian Dombrowski, Jewett Holmwood Road, expressed concern about the effect on Cazenovia Creek from the increased stormwater run off.

Peter Sorgi, attorney for the applicant, clarified "C-9" noting that the form asked for use, not zoning. This district will handle all the on-site drainage.

Melissa Dispenza stated her property is zoned agricultural and is used as such, so the box on appendix "C-9" needs to be checked.

Hearing no further comments, Supervisor Jeffe closed the hearing at 7:08 p.m.

ANNUAL TOWN UPDATE

Supervisor Jeffe stated the Annual Update is being presented in conjunction with the 2011 Audit so we have the year-end information to present. The Supervisor gave a power-point presentation hi-lighting:

- 300 Gleed financing change
- 300 Gleed renovation
- Police services agreement
- Knox Farm State Park agreement for use of soccer fields and equestrian area
- Employee policy manual update
- New time sheet form and procedure
- Improvements to Town's website
- Phone service/internet upgrade
- Several budgeted expenses down
- 2012 goals – Gleed renovation, staffing, budget reserves
- Challenges – weak revenues; health care and pension costs

Tom Malecki, Drescher & Malecki auditor, spoke about the 2011 Town Financial Audit, hi-lighting the following:

- Auditor responsibilities
- Audit procedures

Supervisor Jeffe stated:

- The general fund balance increased by about \$200,000.
- Some of the excess will be designated to specific funds for building needs.
- Significant debt service will drop off the books in 2013.
- Town is taking a look at water district fund balances that are on the lower end.
- The part town fund is in the black.

Tom Malecki continued with the following:

- The financial condition of the Town is strong.
- The Town needs to work on continuing to update policies regarding fixed assets and journal entries.
- Town needs its information system updated.
- Challenges: police service expenses

* * * * *

Councilman Harris moved to approve the minutes of the April 9, 2012 Town Board meeting; seconded by Councilwoman Friess. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #132
4/9/12 meeting
minutes
approved.

AUDIENCE I:

William Adams, Olean Road, and Gary Wald, Balcom Drive, spoke in favor of a Veterans Cemetery at Knox Farm State Park. The Town Board urged those in favor of the Knox Park location to write and/or send emails to Assemblywoman Jane Corwin and Senator Patrick Gallivan.

UNFINISHED BUSINESS:

Councilwoman Friess moved to authorize the Supervisor to sign the 2012-17 Agreement for Police Services with the Village of East Aurora; seconded by Councilman Bach:

**AGREEMENT
FOR
POLICE SERVICES
2012 to 2017**

THIS AGREEMENT is entered into this 1st day of June, 2012 by and between the TOWN OF AURORA, a municipal corporation in the County of Erie and State of New York, with its principal office at 5 South Grove Street, East Aurora, New York, 14052, hereinafter referred to as the "TOWN", and the VILLAGE OF EAST AURORA, a municipal corporation in the said Town of Aurora, County of Erie and State of New York, with its principal office at 571 Main Street, East Aurora, New York, hereinafter referred to as the "VILLAGE".

1. LEGAL BASIS

This Agreement is governed by the laws of the State of New York.

2. POLICE SERVICES

The Village shall, during the term of this Agreement, furnish police services to that area of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora and in the following manner:

2.1 The Village will authorize and direct its members of the Police Department to patrol and operate police vehicles of the Village, along and over all of the public streets, highways, roads and thoroughfares of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora under the supervision of the chief or his designee.

2.2 During the term of this Agreement, the Police Department of the Village and its members will be subject to call by residents of the Town residing within the said area for police services and the said Police Department will respond to all such proper calls with reasonable dispatch and act with diligence to protect persons and/or property from injury and/or death, to preserve the peace, to prevent the commission of crime and to apprehend those who shall have

committed crimes or offenses in the said area. Such police services shall be provided by the Village to the Town on a seven (7) day, twenty-four (24) hour basis as determined by the Chief of Police in order to provide comparable police services for both the Town and the Village.

2.3 The Police Department of the Village shall enforce:

- (a) State statutes, and county ordinances and laws in the Town to the same extent as enforced by the Police Department within the Village of East Aurora; and
- (b) Town ordinances and laws in the Town to the same extent as they would be enforced if said ordinances and laws were applicable and consequently enforceable within the Village of East Aurora.

2.4 REPORTING

The Police Department shall provide to the Town a monthly report of activities. This report shall include response times, the number of calls for service, reported crimes, arrests, crimes cleared by arrest and traffic citations.

2.5 AUTHORIZATION

The Town hereby authorizes and empowers all duly authorized members of the Police Department of the Village, during the term of this Agreement, to act and perform the duties as such police officers within the areas of the Town of Aurora which are outside the Village limits of the incorporated Village of East Aurora with the same powers, duties, immunities and privileges as if such officers were acting as such police officers and performing such duties within the Village of East Aurora, New York. Nothing contained in this Agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such police officers in the area of the Town of Aurora hereinafter in this Agreement described, and such jurisdiction shall extend to all areas of the Town of Aurora both inside and outside the boundaries of the incorporated Village of East Aurora.

2.6 VILLAGE PROTECTION

The police protection to be provided pursuant to this Agreement is to be reasonable in nature. In the event the mobilization of the entire on-duty officers of the East Aurora Police Department is required to provide police protection for an emergency within the Village, it is the responsibility of the Village to immediately contact the Erie County Sheriff's Department or New York State Police to request supplemental and alternative police protection. Acknowledging that General Municipal Law requires the Village to have priority to police protection within the Village, the Village acknowledges its responsibility and liability under this Agreement with urgency to request immediate alternate police services when such services are required within the Town. The determination of the mobilization of the entire on-duty officers of the East Aurora police force will be determined by the Chief of Police, taking into account the nature of the event being addressed.

2.7 UNIFORMS

The Village agrees to cause the uniforms of its police officers and the marked vehicles of its Police Department to be lettered in such a manner as to clearly indicate to the public that the said Police Department and vehicles are part of a Police Department that has jurisdiction both inside the boundaries of the Village of East Aurora and within the Town of Aurora outside the boundaries of the said Village of East Aurora during the period covered by this Agreement.

2.8 DOG CONTROL OFFICER

The police dispatcher will contact the dog control officer of the Town whenever calls are received from the Town and/or Village residents concerning dogs.

3. LIABILITY

3.1 VILLAGE

The Village shall assume liability for, defend against, and indemnify and secure the Town from all losses, expenses, damages, costs and attorney fees in defending or prosecuting any suit, action or other proceedings brought in connection with this Agreement, arising out of the performance of this Agreement. The Village shall cause all insurance policies covering the operations of its Police Department to be endorsed to include the Town as an additional insured on an endorsement basis and otherwise on the same basis as the Village is insured by and under said insurance policies, during the term of this Agreement. The Village shall furnish proof of insurance referred to above.

4. PERSONNEL

4.1 EMPLOYEE STATUS

For purposes of this Agreement only, all persons employed by the Village and providing police services to the Town shall be Village officers or employees and they shall not have any benefit, status, or right of Town employment.

4.2 INDEMNITY

All Village police officers performing services under this Agreement shall be deemed employees of the Village for the purposes of the Workman's Compensation Law and the Town shall not be responsible for the payment of any benefits there under.

5. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal police functions within the scope of this Agreement, every Village officer or employee engaged in providing police services to the Town shall be considered an employee of the Town.

6. FEES

6.1 ANNUAL FEE –

The Town shall pay the Village for services rendered pursuant to this Agreement, 49% of the Village's direct net expenses (gross expenses minus gross revenues) and a 2% indirect administrative fee (2% of net expenses) for police services, with the exception that the maximum reimbursement for personnel compensation and benefits will be based on the position allocations set forth in Exhibit A – Reimbursement of Compensation and Benefits or the actual cost, whichever is lower. In addition, it is understood that the compensation and benefits for each position/category listed in Exhibit A shall be in accordance with any Collective Bargaining Agreements in effect at that time between the Village of East Aurora and East Aurora Quaker Club Police Benevolent Association and CSEA Local 1000 AFSCME AFL-CIO Local 815 (vehicle mechanic). The Village Board shall determine the compensation and benefits for non-union staff.

Expenses shall include at least the following but not limited to:

Personnel Compensation and Benefits

(e.g., FICA, Workers Comp., Life Ins., Health/Medical Ins., Dental/Optical Ins., Disability Ins.) (See Exhibit A)

NYS Retirement

Equipment

Operating Expenses

General Liability and Professional Liability Insurance

Legal Expenses

Debt

Administration Fee of 2% of net police service cost

Revenues shall include at least the following but not limited to:

Police Fees

Stop DWI Fees

Dare Donation

K-9 Donation

SRO from EA School

Insurance Recovery

Worker's Compensation & Disability Reimbursement

BUNY & Step Grants

Grants (as applicable)

Central Police Dispatch Cost shall consist of 49% of allocated cost as per the Joint Service Agreement, dated March 3, 1977, (currently 60% of net central dispatch cost) or as amended.

Amount to be calculated annually based on the actual expense and revenues for the Village's prior fiscal year June 1, through May 31, of each year.

6.2 PAYMENT OF FEE

The Village shall provide the yearly payment figure to the Town on or before August 31st for payment in the next succeeding calendar year.

The Town shall pay the Village no later January 31 of each year in accordance with Exhibit B - Payment Schedule.

The parties to this Agreement acknowledge that the figures given to the Town by the Village may not include certain cost figures in the Village's Police operation, such as retroactive benefits received under Collective Bargaining Agreements, contributions to retirement systems, and similar items, because they were not available to the Village by August 31 of a particular year in question. The parties agree that every year during the term of this Agreement and after the expiration of this Agreement, the Village will submit to the Town such lag and/or retroactive costs that were not included in the prior year's (s) costs and shall thereafter invoice the Town for the same, and the Town will pay the same to the Village within sixty (60) days after receipt of such invoice from the Village. In the event of non-payment within sixty (60) days, the interest provisions of Section 6.3 shall apply.

6.3 INTEREST

The Town of Aurora further agrees to pay to the Village of East Aurora interest on the sums due as calculated above on a per diem basis from May 31 of the previous calendar year to the day of payment in the event payments are not made by January 31 of any given year. The rate of interest to be paid by the Town of Aurora shall be the thirty-day certificate of deposit rate in effect at Manufacturer and Traders Trust Company (M & T Bank) on May 31 of the previous calendar year.

7. TERM

This Agreement shall be effective as of the 1st day of June 2012 and shall terminate on the 31st day of May 2017. In the event the Village decides not to renew the Agreement, they shall provide written notice to the Town by August 1, 2016. In the event the Town decides not to renew the Agreement, they shall provide written notice to the Village by December 31, 2016. This Agreement shall automatically renew for a one-year period (June 1, 2017 through May 31, 2018) in the absence of any such written notice by the Town and the Village.

Both parties agree that the Town's payment for the Village's fiscal year 2011-12, shall be at 49% and will be in accordance with all of the provisions contained in Sections 6 - Fees.

8. DISPUTES

Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

9. AUTHORITY FOR EXECUTION OF THE AGREEMENT

"The Mayor has executed this Agreement pursuant to Resolution adopted by the Board of Trustees of the Village of East Aurora at a meeting thereof held on the April 16th, 2012. The Supervisor of the Town has executed this Agreement pursuant to Resolution adopted by the Town Board of the Town of Aurora at a meeting thereof held on the April 23rd, 2012.

10. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto.

To the Village of East Aurora: 571 Main Street, East Aurora, NY 14052

To the Town of Aurora: 5 South Grove Street, East Aurora, NY 14052

11. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement, or constitute a cause or excuse for a repetition or such or any other breach unless the waiver shall include the same.

12. MODIFICATION

This agreement consists of the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

EXHIBIT A
 REIMBURSEMENT FOR
 COMPENSATION AND BENEFITS

<u>Positions</u>	<u>Number of Positions</u>
Chief of Police	1
Police Lieutenants	4
Detectives/Patrol Officers	10
School Resource Officer (Part-Time to be reimbursed by EA School District)	1
Administrative Assistant (Part-Time, 1040hrs)	1
Vehicle Mechanic (Part-Time, 469hrs)	1

The above list of positions and number of positions is for reimbursement purposes only.

Compensation Categories

1. Compensation to include: Base Salary, Academic Pay, Holiday Pay, Special Stipends (Range Training Officer and K-9 Officer), Shift Differential Pay, Shift Command Pay, Vacation Turn-In Pay, and Field Training Officer Pay.
2. Longevity
3. Deferred Compensation
4. Uniform Allowance
5. Overtime

EXHIBIT B
 PAYMENT SCHEDULED

The following payment schedule is in accordance with Section 6.2 of the agreement.

<u>Village's Fiscal Year</u>	<u>Town Payment due by</u>
2011-12 (see note)	January 31, 2013
2012-13	January 31, 2014
2013-14	January 31, 2015
2014-15	January 31, 2016
2015-16	January 31, 2017
2016-17	January 31, 2018

Note: Payment for the Village's fiscal year 2011-12, is not a part of the 5-year term of this agreement but is included for clarification purposes.

Upon a vote being taken: Harris – aye; Friess – aye; Bach – aye;
 Collins – aye; Jeffe – aye
 ayes – five noes – none Motion carried.

Action #133
 Police services
 agreement
 with Village
 approved.

* * * * *

Councilman Collins moved to approve the budget (updated 4/17/12) for the proposed Glead Avenue baseball and softball diamond construction project; seconded by Councilman Bach:

<u>Diamond Type</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Time Frame</u>
Major League Baseball Diamond (1):				
• Backstop, hood and wings	1	\$3400	\$3400	Begin July 2012
• Bench 15' with back	2	500	1000	
• Diamond dirt	7	750	5200	
• Mound/clay bricks @ home		1400	<u>1400</u>	
			\$11,000	
Softball Diamond (1 small)				
• Backstop 10', hood, side fencing	1	\$2700	\$2700	Begin July 2012
• Bench 15', no back	2	500	1000	
• Diamond dirt	3	750	<u>2300</u>	
			\$6000	
T-Ball/Midget Diamonds (4)				
• Backstop 10', no hood	1	\$1500	\$1500	Begin July 2012
• Bench 15', no back	2	500	1000	
• Diamond dirt	3	1000	<u>3000</u>	
			\$5500 per <u>diamond x 4 =</u> \$22,000	
Extra expenses:				
• Sod cutter			\$ 500	
• Bulldozer			1000	
• Concrete for posts			500	
• miscellaneous			<u>1000</u>	
			\$3000	

TOTAL EXPENSES \$42,000

Funding Sources to date:

TA Account (WNY Hall of Fame '11, concession income)	\$ 2,800
Lilley Foundation T-Ball complex	10,000 (pledged)
McDonalds	3,000 (pledged)
Aurora Outfitters	6,000 (pledged)
Starting line-up	3,000
Benches	2,000
Contributors – general	<u>1,960</u>
	\$28,760

BALANCE TO BE RAISED \$13,240

Costs based on estimates from Lakeside Sod, Iroquois Fence, Jamestown Products, borrowed equipment from Town of West Seneca and labor from Highway Superintendent Gunner.

Action #134
 Glead Ave.
 baseball
 diamond
 budget aprvd

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

Supervisor Jeffe stated that the proposed sale of Town property at 44 Jewett Holmwood would not be discussed or voted on tonight, but would be placed on a later agenda.

NEW BUSINESS:

Councilman Collins moved to amend tonight's meeting agenda by adding item 7Q – Employee Medical Insurance. Councilwoman Friess seconded the motion.

Action #135
 Agenda amended
 to add item 7Q –
 med. insurance

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

Councilman Bach moved to adopt the following resolution; seconded by Councilman Harris:

RESOLUTION TO AUTHORIZE CONCESSIONS

WHEREAS, the Town of Aurora and the New York State Office of Parks, Recreation & Historic Preservation entered into a Cooperative Operation & Maintenance Agreement for the Athletic & Equestrian Fields at Knox Farm State Park on June 13, 2011, and

WHEREAS, the Town of Aurora and the Aurora Arsenal Soccer Club, Inc. amended its September 24, 2007 agreement on September 26, 2011, and

WHEREAS, the Aurora Arsenal Soccer Club, Inc. desires to operate two (2) concession stands, the profits of which will be provided to the Town of Aurora to be utilized for maintenance of the fields, and

WHEREAS, the Aurora Arsenal Soccer Club, Inc. has received approval from the Town to install two (2) temporary 10'x16' prefabricated sheds, also subject to approval by the New York State Office of Parks, Recreation & Historic Preservation,

NOW, THEREFORE, be it

RESOLVED, the Town of Aurora approves two (2) concession stands at Knox Farms State Park to be operated during 2012 only on Saturdays during the presentation of soccer meets by the Aurora Arsenal Soccer Club, Inc., and be it further

RESOLVED, that the Aurora Arsenal Soccer Club shall submit to the Town at the seasonal conclusion of the operation of the concession stands, a financial report setting forth the net operating income and payment of the amount to the Town of Aurora to be credited toward the annual maintenance obligations of the Aurora Arsenal Soccer Club, Inc., and be it further

RESOLVED, the approval for concession stands is subject to the Erie County Sanitary Code in the proposed operation as outlined in a letter to the Board dated March 26, 2012 incorporated by reference, and be it further

RESOLVED, that the Aurora Arsenal Soccer Club, Inc. assumes all responsibility for the operation of the concessions, and such operation includes cleanup at the end of each day of concession sales with proper disposal of refuse, and be it further

RESOLVED, that the Aurora Arsenal Soccer Club, Inc. shall hold harmless and indemnify the Town of Aurora, its officials, employees, successors and assigns, from any and all claims, actions, causes of action, liability, costs, damages, expenses, court costs, and attorneys fees resulting from or attributable to any and all acts or omissions of the Aurora Arsenal Soccer Club, Inc., and be it further

RESOLVED, that this resolution is subject to the approval of the New York State Office of Parks, Recreation & Historic Preservation, and be it further

RESOLVED, that a certified copy of this resolution shall be submitted to David Szuba, Capital Facilities Manager for the New York State Office of Parks, Recreation & Historic Preservation.

Action #136
Resolution
supporting
KFSP soccer
concessions
adopted

Upon a vote being taken: ayes – five noes – none

Motion carried.

* * * * *

Councilman Collins moved to authorize the purchase of the following computers and software to be funded through a \$15,000 grant that the Town received in 2008 from former Senator Dale Volker:

- Laptop computer for use in Glead Auditorium and by Supervisor: \$889.00
- Laptop computer for use by Building Dept. and others as needed: \$889.00
- Upgrade all existing Town computers to Microsoft Office 2010:
 - 4 Professional versions at \$370.49 ea. = \$1481.96
 - 24 Home & Business versions at \$271.44 ea. = \$6514.56
- Install Microsoft Office 2010 on nine new computers:
 - 2 Professional versions at \$310.76 = \$621.52
 - 7 Home & Business versions at \$177.55 = \$1242.85
- Labor: \$900 for installation of Microsoft Office 2010

The subtotal for the above is \$12,538.89. Funds will be disbursed from A1680.210 Computer equipment.
 Upon a vote being taken: ayes – five noes – none Motion carried.

Action #137
 Computer & software purchase with grant funds aprvd.

Councilwoman Friess moved to approve the purchase of nine (9) Dell OptiPlex 990 Desktop computers to replace computers currently being used by town employees. The computers will be purchased under the Dell Government contract at a cost of \$791.00 each (total \$7119.00). Payment will be disbursed from A1680.210 Computer equipment.
 Councilman Harris seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #138
 Purchase of 9 Dell computers approved.

Councilman Bach moved to approve, as to form only, the Application for Agriculture and Zoning Verification for use by the Building Department in conjunction with Town Code Chapter 116 Section 116-56, Exceptions to Permit Requirements, paragraphs B1 and B2, and to approve the \$20 application fee. Councilman Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #139
 Ag zone verification form aprvd

Quotes to replace the concrete stairs at the Sneakers entrance at 300 Glead Avenue were received from:

Timothy Roll, Inc. Genesee Road, Arcade, NY	\$5520 (base \$4820; alternate entrance \$700)
Bernard Hoffman Masonry Michigan Road, Arcade, NY	\$4200 (base \$3500; alternate entrance \$700)
Creative Concrete, Inc. N. Davis Road, Elma, NY	\$3450 (base \$3000; alternate entrance \$450)

Councilwoman Friess moved to approve the quote from Creative Concrete, Inc., 801 North Davis Road, Elma, NY, in the amount of \$3450 for the replacement of concrete steps at the Sneakers entrance at 300 Glead Avenue. Council Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #140
 Concrete step replacement at Glead awarded to Creative Concrete

Councilwoman Friess moved to accept the following donations, totaling \$1,250.00, to be used exclusively for the Glead baseball/softball diamond project, with funds to be deposited to TA1000.112:

<u>Donor Name</u>	<u>Amount</u>	<u>Date Received</u>
Michael S. McCormick DMD LLC	\$100.00	4/3/12
EA American Legion Post 362	\$200.00	4/5/12
Jeff & Margaret Potter	\$100.00	4/9/12
Francis & Kelly Izydorczak	\$500.00	4/12/12
Todd & Lauri Moffet	\$100.00	4/13/12
Thomas J. Ricci	\$100.00	4/13/12
David & Patricia Monroe	\$100.00	4/13/12
Jeffrey & Mia Markello	\$50.00	4/17/12

Councilman Bach seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #141
 Baseball diamond donations accepted.

Councilwoman Friess moved to approve the following rate chart for Recreation seasonal and part-time employees (as of 5/1/12):

Rates for Seasonal Recreation employees:

	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>	<u>Yr. 6</u>
Recreation Attendants, Sports, & Program Assistants - Junior (high school)	7.25	7.30	7.35	7.40	7.45	7.50
- Senior (other)	7.35	7.40	7.45	7.50	7.55	7.60
STAR/Theater/Best of Broadway/ Irish Dance	7.35	7.40	7.45	7.50	7.55	7.60
Lifeguards/ Day Camp (HS age), Tennis (HS age)	7.35	7.40	7.45	7.50	7.55	7.60
Lifeguards/Water Safety Instructors	7.60	7.65	7.70	7.75	7.80	7.85
Day Camp Counselors (college age)/Excl. Little (college age)/ STAR (college age)/ EAST coaches (college age)/Track (college age)/ Tennis Coach (college age)	7.70	7.80	7.90	8.00	8.10	8.20
Head Lifeguards/ Adult Supervisors Tennis Head Coach/ Theater / Irish Dance/ Men's Basketball	8.70	8.80	8.90	9.00	9.10	9.20
Swim Lesson Coordinator/ Co-Director Community Pool	9.75	9.85	9.95	10.05	10.15	10.25
Day Camp Program Director	9.00	9.10	9.20	9.30	9.40	9.50
Day Camp Medical Director	15.00					
Director Community Pool	12.25					
EAST Directors	12.50					
EAST Head Coaches	10.50					
Exclusively Little Teacher	10.00					
Art/Nature Program Director	12.25					

Councilman Harris seconded the motion. Upon a vote being taken:
ayes – five noes - none Motion carried.

Action #142
Summer recreation rate chart approved.

Councilwoman Friess moved to approve the hiring of the following persons as seasonal 2012 summer pool and playground personnel at the following rates (orientation date will be considered first day worked):

2012 PERSONNEL RECOMMENDATIONS – POOL/EAST

<u>Community Pool</u>	<u>Address</u>	<u>Civil Service Title</u>	<u>Rate</u>
Breanna Busch	899 Mill Rd, EA	Lifeguard PT Seasonal	\$9.75
Taylor Hogenkamp*	303 S. Grove St, EA	Lifeguard PT Seasonal	\$7.85/\$8.70
Leah Leuthauser*	84 Brooklea Dr, EA	Lifeguard PT Seasonal	\$7.85/\$8.70
Dan Coulter*	100 Kirkwood Dr, EA	Lifeguard PT Seasonal	\$7.85/\$8.70
Meg DeMario*^	6846 Olean Rd, S.Wales	Lifeguard PT Seasonal	\$7.85/\$8.70
Lyle O'Brien	505 Girard Ave, EA	Lifeguard PT Seasonal	\$7.60
Brad Whitney	1518 Hubbard Rd, EA	Lifeguard PT Seasonal	\$7.80
Molly Mariea	1563 Underhill Rd, EA	Lifeguard PT Seasonal	\$7.75
Nicholas Puntillo	116 Glenridge Rd, EA	Lifeguard PT Seasonal	\$7.75

Councilman Bach seconded the motion. Upon a vote being taken:
ayes – five noes – none Motion carried.

Action #144
Recreation
employees rate
increase aprvd

Councilwoman Friess moved to approve the request from Highway Superintendent David Gunner to attend the 2012 Highway School at Ithaca College, Ithaca, NY on June 11-13, 2012. Registration fee of \$100 will be disbursed from A5010.404 Highway Administration – expense and travel. Councilman Collins seconded the motion. Upon a vote being taken:
ayes – five noes – none Motion carried.

Action #145
Hwy Supt to
attend Hwy
School in
Ithaca, NY.

Councilman Collins moved to proclaim May 2012 as Building Safety Month in the Town of Aurora; seconded by Councilman Harris. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #146
May declared
Building
Safety Month.

Per NFPA codes, maintenance of fire extinguishers needs to be performed every six (6) years. This year twenty two (22) 5-lb extinguishers at 300 Gleed need maintenance. It is less expensive to replace the units as maintenance can range from \$50-\$75 per unit depending on what parts are needed.

Quotes for (22) new 5-lb fire extinguishers for 300 Gleed were received from:

Grainger	\$60.73 ea.
Northern Safety	\$64.02 ea.
ULINE	\$56.00 ea.
Chubb/UTC	\$49.73 ea.
Monroe	\$54.50 ea.
ABC Fire Protection	\$51.50 ea.

Action #147
Purchase of
new fire
extinguishers
for 300 Gleed
approved.

Councilman Harris moved to authorize the purchase of twenty-two new 5-lb fire extinguishers from Chubb/UTC for 300 Gleed. Councilman Bach seconded the motion.
Upon a vote being taken: ayes – five noes – none Motion carried.

Councilman Collins moved to approve the hiring of the following persons, effective June 4, 2012, as seasonal employees to work in the highway and parks departments, at a rate of \$10.00 per hour:

Ryan Denz	1005 E. Main St., EA	Laborer PT seasonal
Andrew Kurtzhaltz	352 Prospect Ave., EA	Laborer PT seasonal
Jason Buranich	640 Quaker Rd., EA	Laborer PT seasonal
Brian Fentzke	801 Olden Rd., W. Falls	Laborer PT seasonal
Ned Winter	481 Linden Ave., EA	Laborer PT seasonal
Michael Resetarits	706 Kelly Drive, EA	Laborer PT seasonal
Connor Denz	1005 E. Main St., EA	Laborer PT seasonal
Nathaniel West	134 Buffalo St., EA	Laborer PT seasonal
Jacob Swartwout	59 Walnut St., EA	Laborer PT seasonal
Scott Drosendahl	38 Longmeadow Dr., EA	Laborer PT seasonal

Councilwoman Friess seconded the motion. Upon a vote being taken:
ayes – five noes – none Motion carried.

Action #148
Seasonal parks
& highway
laborers and
rates approved

(Note: 5/14/12 meeting - amendment made to starting date.)

Councilman Bach moved to authorize the Supervisor to sign an agreement with 603 Oakwood Square, Inc., d/b/a/ Del Aureo's Pizza, 603 Oakwood Avenue, East Aurora, NY 14052, whereby Del Aureo's will operate a food concession at Community Pool Park during baseball games and special events from April 1 to October 1, 2012.

Councilman Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #149
Supv auth to sign agrmnt with DelAureo's for food concession.

Councilman Harris moved to approve the Town offering Aflac New York supplemental insurance to employees and to have the fees deducted from the employee's bi-weekly pay check. Councilwoman Friess seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #150
Aflac NY supplemental insurance to be offered to employees.

Councilwoman Friess moved to authorize Justice Court Action in reference to Aurora Town Code Chapter 35 – Alarm Systems; Section 35-11 – Failure to remit charges for:

Louis Magnano
8 Victoria Heights Mailing address: 5 Woodview Ct.
East Aurora, NY 14052 Olean, NY 14760

Councilman Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #151
Justice Court action auth for 8 Victoria Hgts

Councilman Collins moved that the Town of Aurora has no objection to the request from Melissa Dispenza, 431 Quaker Road, East Aurora, NY, to connect to the Reed Hill Heights Subdivision sewer system as an out-of-district customer. Councilwoman Friess seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #152
No objection to 431 Quaker as OOD sewer customer to Reed Hill sewer system

Councilman Harris moved to authorize the Supervisor to sign the IHBC Rolling Rate Agreement – FlexFit Select with Independent Health, 511 Farber Lakes Drive, Buffalo, NY, effective June 1, 2012 through May 31, 2013, for health insurance coverage for eligible Town employees. Monthly premiums are \$473.66 Single Coverage and \$1,255.20 Family Coverage. Councilman Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #153
Supv. auth to sign Independent Health FlexFit contract.

Councilman Harris moved to authorize the Supervisor to sign the IHBC Rolling Rate Agreement – Passport Plan Select with Independent Health, 511 Farber Lakes Drive, Buffalo, NY, effective June 1, 2012 through May 31, 2013, for health insurance coverage for eligible Town employees. Monthly premiums are \$395.86 Single Coverage and \$1,049.03 Family Coverage. Councilman Collins seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #154
Supv. auth to sign Independent Health Passport Plan contract.

COMMUNICATIONS – The following communications were received by the Board and filed:

- Dog Control – March 2012 report
- Building Department – March 2012 report
- Police Department – March 2012 report

BUSINESS FROM BOARD MEMBERS:

Councilman Harris commented on Knox Farm State Park as a location for a Veteran's cemetery.

Councilman Bach noted that Hawk Creek will be announcing their new location at their May 5th fundraising event.

Supervisor Jeffe: 1) thanked the Friends of the (Main Street) Library for their donation for library improvements; 2) attended the Mill Road Overlook kick-off event at which Congressman Higgins and Assemblywoman Corwin spoke.

AUDIENCE II:

Bill Patterson, Grover Road, commented on the Mill Road Overlook project stating that two years ago tax payers turned it down.

BUSINESS FROM STAFF:

The April 23, 2012 Abstract of Claims, consisting of vouchers numbered 604 to 693, was presented to the Board for audit and authorization of payment from the following funds:

General	\$58,657.54
Part Town	1,451.01
Highway	9,556.34
Enterprise/Gleed	7,576.98
Capital	65.00
Trust & Agency	13,228.82
Trust & Agency 2	173.25
Special Districts	<u>66,120.18</u>
Grand Total Abstract	\$156,829.12

Councilwoman Friess moved to approve the April 23, 2012 Abstract of Claims as presented and to authorize payment of same. Supervisor Jeffe seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #155
4/23/12
Abstract of
Claims
aprvd.

Councilman Collins moved to adjourn; seconded by Councilman Bach. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #156
Meeting
adjourned

Sheryl A. Miller
Deputy Town Clerk