



WS-1

TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION

To Be Completed By Applicant

PETITIONER: Name: Alexander Kruglov

Address: 16 Templeton Trail

Orchard Park, NY, 14127
City State Zip

Phone: [Redacted] Fax: _____

E-Mail: [Redacted] ov@hotmail.com

PROPERTY OWNER (if different from petitioner): same

Name: _____

Address: _____ Ph. No. _____

PROJECT ADDRESS: 633 Knox Road 164.00-2-6.22
No. Street SBL No.

PROJECT DESCRIPTION: Single family home

Signature of Applicant: [Handwritten Signature]

State of New York) :SS:
County of Erie)

On the 10 day of September, in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared Alexander Kruglov, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]
Notary Public

Kathy M. Gray
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6342220
Qualified in Erie County
Commission Expires 05/23/2020

OFFICE USE ONLY:
File #: _____ Number of Lots _____ Total Acreage _____ Zoning _____
Open Development Area Review Application Fee \$ _____
Materials Received by
Town Clerk & Fee Paid _____
Accepted by _____ Date _____

TOWN OF AURORA 5 SOUTH GROVE STREET, EAST AURORA, NY 14052
(716) 652-3280 FAX (716) 652-3507 www.townofaurora.com



OPEN DEVELOPMENT AREA VARIANCE APPLICATION FORM

Town of Aurora
300 Gleed Avenue
East Aurora, New York 14052

I. TYPE OF REQUEST

[X] AREA VARIANCE [] RESIDENTIAL SPRINKLER SYSTEM VARIANCE

II. APPLICANT/PETITIONER

Applicant's Name Alexander Y. Kruglov
Address 16 Templeton Trail
City Orchard Park State NY ZIP 14127
Phone [redacted] Fax [redacted] Email [redacted]@hotmail.com
Interest in [redacted] (r/purchaser/developer) [redacted]

III. PROPERTY OWNER INFORMATION (If different from applicant information.) same

Property Owner(s) Name(s)
Address
City State ZIP
Phone Fax Email

III. PROPERTY INFORMATION

Property Address 633 Knox Road, East Aurora, NY 14052
SBL# 164.00-2-6.21
Property size in acres 13.4 Property Frontage in feet 511.93'
Zoning District RR Surrounding Zoning RR
Current Use of Property Vacant

IV. REQUEST DETAIL

- Has an Open Development Area permit previously been issued for this property? Y [X] N
If yes, when?

V. SIGNATURES (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 5)



Signature of Applicant/Petitioner

ALEXANDER KRUGLOV

Print name of Applicant/Petitioner

State of New York; County of Erie

On the 17th day of Sept in the year 2018 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.



Notary Public

(Notary stamp)

JODI L CIHAK
Lic. #01CI4971442
Notary Public - State of New York
Qualified in Erie County
COMM. EXP. 9-4-22

Office Use Only: Date received: _____ Receipt #: _____

Application reviewed by: _____

ECDP ZR-1 form sent to EC: _____ Hearing publication date: _____

PREVIOUS APPEAL(S):

A previous appeal to the Town Board and/or Zoning Board of Appeals () has () has not been made with respect to this property.

Previous appeals:

Date: _____ Type of Appeal: _____ Granted _____ Denied _____

Date: _____ Type of Appeal: _____ Granted _____ Denied _____

PETITIONER'S LETTER OF INTENT

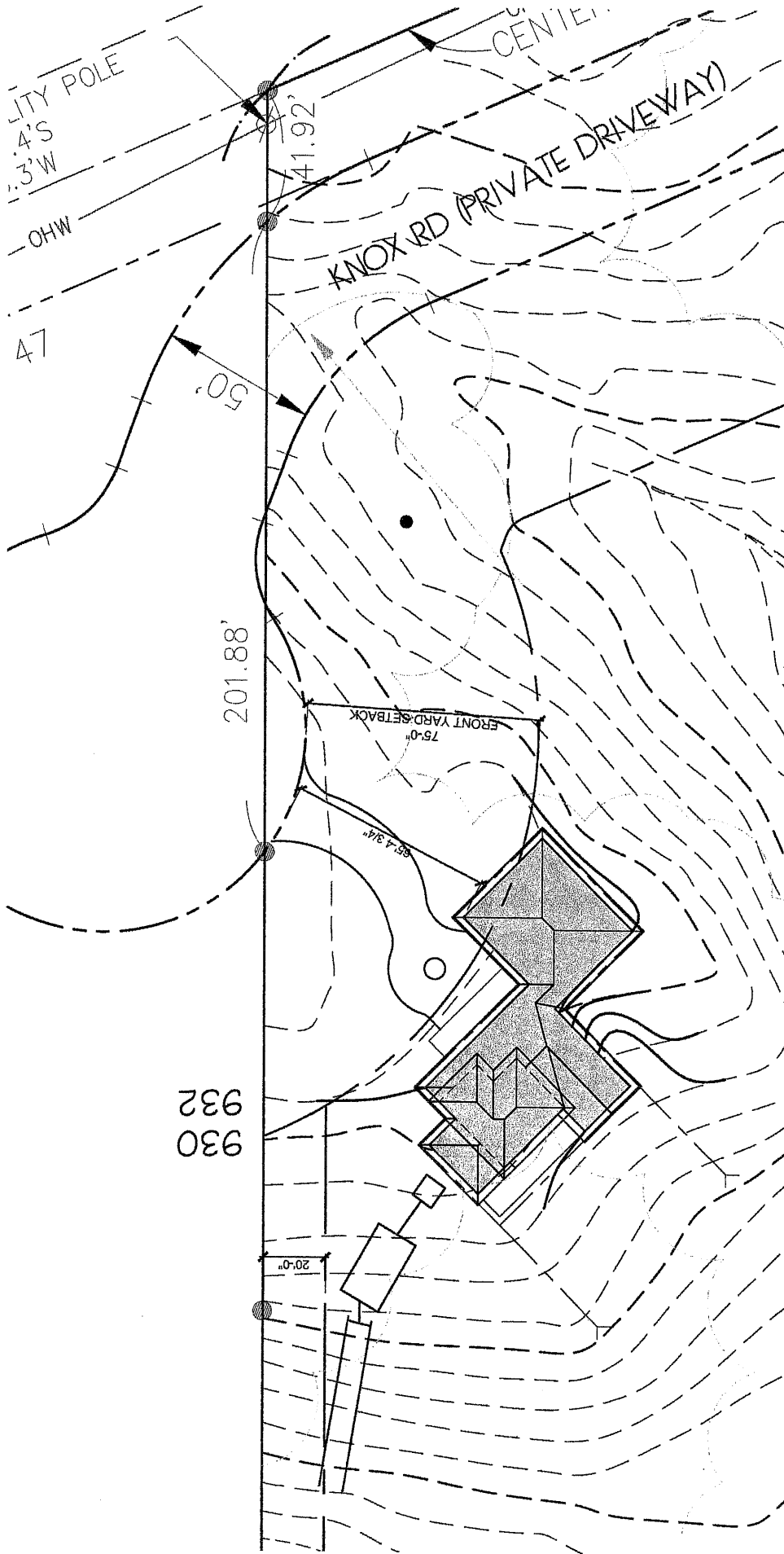
Please describe in detail the proposed project, reason the variance is being requested and any additional information that may be helpful to the Town Board in deciding this appeal: (attach additional pages if needed)

The proposed project is the construction of a residence for the property owner and family.

Based on the ROW for the private driveway, the topography of the site and the definition of setback and building line in the Town Zoning Code the petitioner is seeking an area variance to construct a portion of the garage inside the required setback.

Due to the steep topography on both the south and east portions of the site only a small buildable area exists on the west side of the site; a portion of which is taken by the configuration of the turn around, row (approved under a sperate application) and required front yard setback.

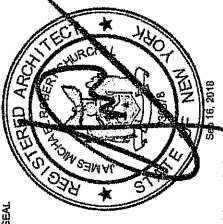
Based on the definition in the Town Code of Setback and Building Line we have indicated the parallel projection of the ROW at 75' on the attached SK drawing. We have also placed the home on the site to minimizing disturbance of the slope and maximize the amount of setback provided. From the ROW the garage would be 65'-4 $\frac{3}{4}$ ". Please refer to the attached SK. Based on the steepness of the surrounding slopes we feel this is the best placement the home to minimize the burden on the property owner to perform extension earth work or other Code implications that could arise from relocation and to minimize the impact to the aesthetic the Town Zoning Code seeks to create.



<p>ALL TRADES ARE REQUIRED TO REVIEW THE CONSTRUCTION DOCUMENTS IN THEIR ENTIRETY TO PROPERLY COORDINATE RELATED AND/OR OVERLAPPING WORK WITH ALL OTHER TRADES.</p>	<p>Issue Date & Issue Description</p>	<p>Seal of James M. Churchill, Registered Architect, State of New York, No. 10176, 2010.</p>	<p>FORBIDDING IS AN OFFENSE UNDER THE NEW YORK STATE EDUCATION LAW, ARTICLE 145, SECTION 7703(8) & APPLIES TO THIS DRAWING. IT IS A VIOLATION OF THIS LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECT SUPERVISION OF A LICENSED ARCHITECT OR A LICENSED PROFESSIONAL ENGINEER TO ALTER IN ANY MANNER IN ANY WAY, IF AN ITEM BEARING THE SEAL OF AN ARCHITECT OR ENGINEER IS ALTERED, THE ALIEN ARCHITECT OR ENGINEER'S SIGNATURE AND TITLE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION.</p>	
	<p>SKETCH NAME: JK - Setback 09152018</p>			<p>CLIENT: KRUGLOV RESIDENCE 655 KNOX RD EAST AURORA, NY</p>
	<p>SCALE: 1" = 30'</p>			<p>PROJECT #: 18105</p>
	<p>DATE: 09/15/18</p>			<p>PROJECT: NEW HOME</p>
<p>SOURCE FILE: Churchhill\Projects\06252018\ProjectName</p>	<p>PLOT DATE: 09/16/2018 11:21 PM</p>	<p>Copyright ©2018</p>	<p>Basemap 06252018.dwg</p>	

CHURCHILL ARCHITECTURAL
 Poughkeepsie, New York & Oregon
 WWW.CHURCHILLARCH.COM
 P: 716-667-7326 - F: 814-406-7506

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WS-2

SOUTH WALES COMMUNITY HALL

September 1, 2018

Dear Honorable Aurora Town Board,

The South Wales Community Hall has been the mainstay of many community events in the past 100 years. The South Wales Community Fair was held on the grounds from 1916 – 1968. Community dances and fundraisers, family wedding receptions and celebrations utilized this magnificent building through the years. The South Wales Community Hall, Inc. is a non-profit corporation that is committed to keep the hall open for the benefit of our community in the Aurora, Holland and Wales area.

We were fortunate to have a tenant who contributed regular funds to maintain the building and grounds. In addition, the building was used for monthly community dinners that are open and free to the public. Recently, the tenant moved, but still provides the needed monthly public dinners at a substantially lower rental fee.

The reduction in income has left a large gap in revenue versus expenses that requires the use of over \$ 6,500 in reserve funds annually to maintain the property. We are asking for a contribution to help us bridge the gap in 2019 as we move forward toward sustainability.

The intention of the board of directors is to raise funds and market the space for events that benefit the community. The plan is to:

1. Market the space availability in local communications.
2. Hold fundraising events, such as a chicken BBQ.
3. Redecorate the main dining area and entrance way to be more visually appealing for parties and gatherings. Recently, students from the Gow School volunteered to help beautify the grounds.
4. Install a dehumidifier in the basement to reduce the humidity.

Please consider a contribution in the town's annual budget for 2019 as we endeavor to continue the tradition of opening our doors to benefit our community. We invite the town board members to tour the facility and meet with us at your convenience. I may be reached at 716-652-0657. I look forward to hearing from you.

Sincerely,

Leon Kibler
President



6387 Olean Road
P.O. Box 102
South Wales, NY 14139
716-652-0657

South Wales Community Hall Budget 2019

REVENUE

2019

Events	\$	1,000.00
Contributions	\$	1,025.00

Total Revenue \$ **2,025.00**

EXPENSES

2019

Utilities	\$	3,060.00
National Fuel	\$ 1750	
NYSEG	\$ 600	
Verizon	\$ 560	
Water	\$ 150	

Insurance	\$	2,250.00
Grounds	\$	1,700.00
Administrative	\$	100.00
Marketing	\$	500.00
Maintenance	\$	500.00
Cleaning Service	\$	500.00
Supplies	\$	150.00

Total Expenses \$ **8,760.00**

Income/(Loss) \$ **(6,735.00)**

South Wales Community Hall Budget 2019

REVENUE		2019
Events	\$	1,000.00
Contributions	\$	1,025.00
		<hr/>
Total Revenue	\$	2,025.00

EXPENSES		2019
Utilities	\$	3,060.00
National Fuel	\$ 1750	
NYSEG	\$ 600	
Verizon	\$ 560	
Water	\$ 150	
Insurance	\$	2,250.00
Grounds	\$	1,700.00
Administrative	\$	100.00
Marketing	\$	500.00
Maintenance	\$	500.00
Cleaning Service	\$	500.00
Supplies	\$	150.00
		<hr/>
Total Expenses	\$	8,760.00
Income/(Loss)	\$	(6,735.00)



6A

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

MEMORANDUM

TO: Town Board Members
FROM: Roger P. Pigeon, Assessor
DATE: August 13, 2018
RE: **Senior Citizen Exemption – Adjust Base Income**

The Erie County has revised their Local Sr. Citizen's Exemption as of 7/26/2018 as follows:

1) Adjust Maximum Allowable Income Levels

<u>% of Exemption</u>	<u>Minimal Income</u>	<u>Maximum Income</u>
50%	0.00	27,000.00
45%	27,000.01	27,999.99
40%	28,000.00	28,999.99
35%	29,000.00	29,999.99
30%	30,000.00	30,899.99
25%	30,900.00	31,799.99
20%	31,800.00	32,699.99
15%	32,700.00	33,599.99
10%	33,600.00	34,499.99
5%	34,500.00	35,399.99

2) Opt-Out of including "Veteran Disability Compensation" payments as income for qualifications purposes.

Attached is a copy of the law.

I respectfully request that the Town also adopt these provisions.

6B

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Tuesday, October 9, 2018 at 7:00 p.m. in the Town Hall Auditorium at 300 Gleed Avenue, East Aurora, NY, regarding the use of Federal Community Development funds in the Town of Aurora.

The Town of Aurora is eligible for a Federal Community Development grant under Title I of the Housing and Community Development Act of 1974, as amended.

The purpose of the Hearing is to provide an opportunity for citizens to express community development and housing needs and to discuss possible projects which would benefit low and moderate income persons in the Town of Aurora.

Citizens are urged to attend this meeting to make known their views and/or written proposals on the Town of Aurora's selection of potential projects to be submitted for possible funding by the Federal Community Development Grant Program.

The Hearing will also present a review of prior Community Development projects and expenditures and a discussion of eligible activities. The meeting room is wheelchair accessible. Those needing special arrangements should call the Town Clerk at (716) 652-3280 by September 28, 2018.

**AURORA TOWN COURT
VILLAGE HALL
571 MAIN STREET
EAST AURORA, NEW YORK 14052**

6C

TOWN JUSTICES
DOUGLAS W. MARKY
JEFFREY P. MARKELLO

TELEPHONE (716) 652-5275
FAX (716) 652-4687

September 20, 2018

Martha L. Librock
Aurora Town Clerk
300 Gleed Avenue
East Aurora, New York 14052

Re: 2018-2019 JCAP Grant
Application

Dear Martha:

The Court is in the process of completing a Justice Court Assistance Program Grant application for the 2018-2019 year. The deadline for filing is October 11, 2017. I would ask that you add our request to file this grant application to the agenda for the September 24, 2018 Town Board meeting.

The application is assembled with a internet pricing for computer hardware, to include a router and two other components needed for the router, as well as wireless access point and a prisoners bench, for a total grant application of \$2,574.85.

The grant application is attached and requires Town Supervisor signature if the submission is approved by the Board. A resolution is required to be submitted along with a copy of the court budget and the certification to be signed by James Bach as Town Supervisor.

Please feel free to contact the Court if you need anything further to add this to the agenda.

Very truly yours,



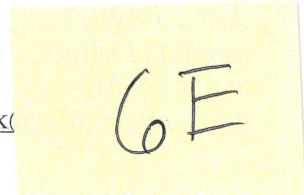
MARGARET S. THEODORAKOS
Court Clerk

/mst
enclosures

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



townclerk



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

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

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

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

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

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
chris@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

September 7, 2018

To: Town of Aurora Board

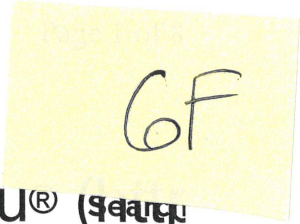
I respectfully request that the Town Board approve Daniel Harris to be promoted from Laborer to Truck Driver. Please adjust his pay rate to \$21.31/hr. as is specified in the CSEA Union Agreement. Effective October 8, 2018.

Sincerely,

A handwritten signature in black ink that reads "David M. Gunner".

David M. Gunner

6
RLG/MLL



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Music in the Marketplace

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Preface

This advisory is intended as a general explanation of the nature and functions of music performing rights organizations. It is designed to help businesses that use music in any way in their dealings with the public to understand their rights and obligations under the copyright law. Information presented here is not intended to be legal advice and should not be considered as a substitute for legal counsel on specific copyright issues.

Performing Rights Organizations

In order to effectively and efficiently enforce their rights under the copyright laws, American composers, lyricists, and publishers usually join one of three performing rights organizations. These groups grant licensees the right to publicly perform the works of all their members or affiliates, for whom the societies collect and distribute fees for the licenses granted. More than 85% of the fees collected by the two largest organizations are paid to composers and publishers as royalties for the performance of their copyrighted works.

Foreign writers and publishers are also represented by these organizations. Under this system, composers and publishers are relieved of the burden of monitoring their copyrights throughout the world. Moreover, those who wish to publicly perform copyrighted works need not negotiate royalties with each composer or publisher whose works they want to use.

Three organizations license performance rights for most of the music copyright holders in the United States. They are: the American Society of Composers, Authors and Publishers (ASCAP); Broadcast Music, Inc. (BMI); and SESAC, Inc.

***American Society of Composers,
Authors, and Publishers (ASCAP)***

ASCAP is headquartered in New York City, with offices in Nashville, Atlanta, Chicago, Los Angeles, Miami, London & Puerto Rico and licensing managers located throughout the country. It is the oldest performing rights organization in the U.S. founded in 1914 by a visionary group of songwriters including Victor Herbert, Irving Berlin, John Philip Sousa, Jerome Kern and James Weldon Johnson. ASCAP is a not for profit membership association owned by its members who are songwriters, composers and music publishers. ASCAP collects royalties on behalf of its 625,000 members and their 10 million copyrighted musical works, representing virtually every musical genre.

In addition, ASCAP has agreements with every performing rights organization in the world that licenses the right to perform copyrighted works in their countries.

Consequently, ASCAP customers can use the works of foreign societies' members as well through an all-inclusive ASCAP blanket license.

Broadcast Music, Inc. (BMI)

With over 77 years of service to songwriters, composers, music publishers and businesses, Broadcast Music, Inc.® (BMI®) is a service provider in music rights management, serving as an advocate for the value of music. BMI represents the public performance rights in nearly 13 million musical works created and owned by more than 800,000 songwriters, composers, and music publishers. BMI negotiates music license agreements and distributes the fees it generates as royalties to its affiliated writers and publishers when their songs are performed in public. In 1939, BMI created an open-door policy becoming the only performing rights organization at the time to welcome and represent the creators of blues, jazz, country, and American roots music. Today, the musical compositions in BMI's repertoire span all genres of music.

SESAC

SESAC, a for-profit corporation headquartered in Nashville, Tennessee, with offices in Atlanta, Los Angeles, New York City and London, and licensing representatives and consultants throughout the country, was founded in 1930. SESAC tracks music usage in several different ways; most recently by utilizing the state-of-the-art monitoring technology of Broadcast Data Systems. SESAC has international agreements with many foreign performing rights organizations. In recent years SESAC's repertory has grown substantially, with performing artists and songwriters in virtually every genre of music.

The above performing rights organizations serve as clearinghouses for the royalties collected on their writers' and publishers' copyrighted works. A composer or publisher who owns copyrights to musical works grants these organizations the right to license performances of the works, and the right to prevent others from doing so without

permission. The organization, SESAC, ASCAP, or BMI, will issue, for a fee, a license to individuals and organizations that use music in public places. Whether music is performed live, recorded, or broadcast, a license allows a licensee to use such copyrighted music in their repertory.

Performance rights

ASCAP's, SESAC's, and BMI's performance rights are non-exclusive; individuals or entities that wish to may negotiate separate royalty agreements with individual composers and/or publishers to perform their music. However, when faced with the prospect of expending time, effort, and money in trying to negotiate separate licenses directly with each composer or publisher whose music will be performed, most businesses using publicly performed music will choose to get a blanket license from one or more of the performing rights organizations.

A blanket license permits the license holder to perform any or all the works in the performing rights organization's repertory. If a choice is made to publicly perform only music that is in the public domain—that is, music that is no longer or never was protected by copyright—no license is necessary.

Why Do I Have to Pay Royalties?

The short answer to the question above is: Because the law says you do. But, clearly, some further explanation is needed as to why, for example, a merchant has to pay to play radio music in his or her store, when playing the radio or listening to tapes at home or in one's car is "free."

The long answer starts with the United States Constitution, which gives Congress the power to grant patents and copyrights. The Copyright Law of the U.S. today gives copyright owners the exclusive right to publicly perform or authorize performance of their works.

Generally speaking, public performances are very broadly interpreted under the law and are defined as performing "at a place open to the public or at any place where a substantial number of persons outside of a normal circle of a family and its social acquaintances is gathered." This has been interpreted to mean that most performances at so-called private clubs and fraternal organizations are "public" under the copyright law.

Early versions of the copyright law limited the exclusive right to performances given "publicly for profit." Today, however, the "for profit" limitation has been repealed and only an explicit list of exempt performances do not require a license from the copyright owner. These include performances by instructors or students during face to face teaching activities of nonprofit educational institutions, performances of music in the

**SESAC MUSIC PERFORMANCE LICENSE
FOR MUNICIPALITIES**

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

LICENSEE Information			
Town of Aurora		("LICENSEE")	
<i>(Municipality Name)</i>			
Billing Information			
300 Glead Ave.	East Aurora	NY	14052
<i>(Street Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
716-652-7590	716-652-3507		
<i>(Telephone #)</i>	<i>(Fax #)</i>		<i>(Email)</i>

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS

Effective as of September 1, 2018 (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

2. LIMITATIONS OF RIGHTS

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions at Concerts ("Concerts" are musical performances by an entertainer, group or performer, whose primary purpose is entertainment by the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.

3. LICENSE FEE

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

5. INTENTIONALLY OMITTED

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

7. MISCELLANEOUS

A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

_____.
(please insert today's date)

LICENSEE

SESAC

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____

Kathleen Moffat



From: Steven V. Damico <sdamico@ecwa.org>
Sent: Monday, September 17, 2018 9:53 AM
To: Supervisor; Assessor; Martha Librock
Subject: 2018 Delinquent Account Referrals - Town of Aurora
Attachments: TWNREFAUTN2018.pdf

Dear Supervisor Bach,

Enclosed please find a listing showing the amounts due from Authority customers in your Water Districts to whom billings have been issued and from whom payment has not been received to date.

Under contracts between the Erie County Water Authority and the Water District Board of Commissioners, provision was made that, in the event of nonpayment of water billings, the Water District would proceed to collect such unpaid charges in the manner prescribed by law. I respectfully request that you proceed to make such collections in whatever manner is provided.

As a service, I've copied the Office of your Assessor for processing as well as the Town Clerk.

If you have any questions about this action or any other matter, please contact me by email or directly by phone at (716)849-8466.

Thank You

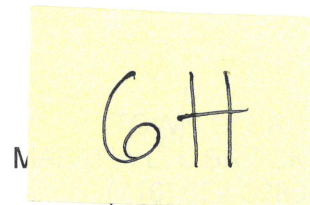
Steven V. D'Amico
Erie County Water Authority
Business Office Manager
Phone: (716) 849-8466
Fax: (716) 849-8480

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege/otherwise. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.

2018 Delinquent Water Accounts - Town of Aurora

Sbl Print Key	Total Amt Due	Customer Name(Not Necessarily the Owner)	Service Address
187.00-3-58	\$ 154.29	ARLENE M LEWIS	1114 CENTER ST
199.00-3-60	\$ <u>24.46</u>	THOMAS A WESTON	686 WEST FALLS RD
	\$ 178.75		

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



townclerk@townofaurora.com

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

MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Computer and Monitor Surplus
DATE: 09/24/18

Approval is respectfully requested to surplus a 2007 Dell Optiplex 320 (service tag GG1DSC1; TOA inventory #2037) that was utilized by the Highway department mechanic. The hard drive will be removed and stored in a locked space until it is recycled via a company (e.g. Ewaste) that certifies data destruction and proper recycling. The tower itself will be recycled with the Town highway recycling event.

In addition, approval is requested to surplus the accompanying monitor (TOA inventory #2009) that is too small, old and dirty to reuse. This will also be recycled with the highway recycling event.



7A

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

To: Mayor Mercurio & Village Board; Supervisor Bach & Town Board

From: Shane Krieger, Chief of Police

Date: 09072018

Re: Monthly Report –August 2018

General Information

- A background investigation has commenced on a candidate to become our newest police officer. The investigation will be concluded in the beginning of September and I will have a recommendation to hire at the Village Board meeting on 9/17.
- SRO Ferrara assisted the GOW School in training their staff for active shooter incidents. Joe taught the course and then was assisted by firearms instructor Officer Braeuner, who used blank ammunition to show the staff what gun shots sound like in a building.
- Dispatch was experiencing a situation where 911 calls which were transferred from CPS were being transferred to our 7 digit phone number (should be transferred to 911). CPS is looking into it. The problem with this happening is the dispatcher does not receive the mapping location of the call or the phone number information making the call when it is sent to the 7 digit phone number.
- Electrical work was performed at BOCES (new electric service box installed) which meant that the building would not have power for a full day which would impact our radio tower there. DPW Superintendant Hoeh was able to supply a generator to keep the communications up and running during the process.

Training:

- Monthly PERMA training was completed department wide on the topic of sexual Harassment in the work place.
- Outdoor firearms qualification was scheduled for two days in September.
- Lt Suttel and Det. Longboat attended a train the trainer course for the Raise the Age law which starts October 1st 2018 for 16 year olds. The law changes how law enforcement handles individuals that age. Misdemeanor charges (except Vehicle and



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Traffic charges) will be heard in Family Court instead of local court, as well as felony charges.

Meetings:

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

- Met with EA School Superintendant Russ, Mayor Mercurio and Town Supervisor Bach regarding the school districts interest in a full time SRO.
- 2 pistol permit interviews
- Invited to assist/participate in Crime Stoppers fund raiser and golf tournament.

Special Events

Toy Town Car Show – Experienced heavier than normal traffic during event due to home Bills game. No other issues to report.



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

Statistics

Activity	Village	Out Side of Village	Total (YTD)
Police calls	833(7,534)	581(4,910)	1,414(12,444)
Fire/EMS calls			345(3,106)
Response Time	1.8 minutes	2.4 minutes	
Property Damage Acc	11	4	15(217)
Injury Accidents	0/0 Fatal	3/0 Fatal	3 (42)0(Fatal)
Leaving Scene Acc	3	0	3(40)
Arrests-Individuals	30	6	36(163)
Crimes-Persons	6	1	7(50)
Crimes-Drugs	1	1	2(25)
Crimes-Property	7	5	12(110)
Burglary/Trespass	1	1	2(9)
S&R-Lic/Reg	5	5	10(55)
DWI	3	2	5(25)
Warrant Arrests	4	0	4(10)
Traffic Tickets	44(344)	53 (386)	97 (730)
Parking Tickets			2(207)
Domestics	3(17)	0(16)	3(33)
9.41 Mental Health Charge	4(8)	1(10)	5 (18)



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Arrests / Investigations

- Besides the arrests and reported crimes in the above chart, Officers also investigated the following:
 - Child Protective Services were contacted and advised of an investigation where a woman left her 5 year old child alone in a vehicle when she went into Tops to shop. A witness contacted us when they saw the child going in and out a vehicle in Tops parking lot with no one with the child.
 - Patrol and Detective investigated a possible burglary at a residence on Maple Rd

TOWN OF AURORA DOG CONTROL REPORT

Aug-18

7B

PHONE CALLS RECEIVED	TOWN OF AURORA	EAPD		TOTAL CALLS
Attack/Fighting				
Barking	3			
Bites				
Cats	5			
Damage by Dogs				
Dangerous Dogs				
Deceased Dogs				
Found Dogs	3			
Injured/Sick				
Licensing				
Loose/Unleashed Dogs	9			
Lost Dogs	5			
Miscellaneous Calls				
Mutual Aid				
MVC-Dogs/Cats				
Other Animals	8			
Threatening Dogs				
Welfare				
TOTAL	33			33

IMPOUNDMENTS:

<u>DATE</u>	<u>BREED</u>	<u>STREET</u>	<u>AMOUNT</u>
8/16/2018	Pitbull	Perry Street	\$65
8/17/2018	Pitbull	Quaker Road	\$0 Foster Rescu
8/27/2018	Pitbull	Center Street	\$70
8/29/2018	Hound	Martin Drive	\$45
		Total	\$180

COURT:

People vs Farris- Dangerous Dog Hearing	8/8/18 adj'd	
	8/20/18 adj'd	
	8/29/18 adj'd	9/5/2018
People vs Teufel-Animal Cruelty	8/15/18 ACD 9/19/18	
People vs Wittman- Unlicensed Dog	8/1/18-Guilty \$50.00	

VILLAGE OF EAST AURORA

Expense Control Report

Fiscal Year: 2019 Period From: 6 To: 8

Date Prepared: 09/05/2018 03:35 PM
Report Date: 09/05/2018
Account Table: 3120
Alt. Sort Table:

Account No.	Description	Original Budget	YTD Adjusted Budget	Curr. Month Total Expended	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund 001	GENERAL FUND							
Dept 3120	POLICE DEPARTMENT							
001.3120.0110	SALARIES & WAGES	156,778.00	156,778.00	0.00	39,649.83	0.00	117,128.17	25.29
001.3120.0120	WAGES - PATROLMEN	1,229,870.00	1,229,870.00	0.00	310,575.89	0.00	919,294.11	25.25
001.3120.0124	DPW MECHANIC WAGES	13,624.00	13,624.00	0.00	3,294.24	0.00	10,329.76	24.18
001.3120.0125	LONGEVITY	18,600.00	18,600.00	0.00	0.00	0.00	18,600.00	0.00
001.3120.0126	DEFERRED COMP	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00
001.3120.0127	UNIFORM ALLOWANCE	22,450.00	22,450.00	0.00	10,825.00	0.00	11,625.00	48.22
001.3120.0140	OVERTIME	79,000.00	79,000.00	0.00	23,326.22	0.00	55,673.78	29.53
001.3120.0230	DEPARTMENT EQUIPMENT	54,000.00	60,000.00	0.00	51,404.60	(6,000.00)	14,595.40	85.67
001.3120.0231	STOP DWI EQUIPMENT	15,000.00	30,000.00	0.00	15,006.50	(15,000.00)	29,993.50	50.02
001.3120.0403	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	116.39	8.24	2,375.37	4.66
001.3120.0405	K-9 SUPPLIES & MAINT.	400.00	400.00	0.00	0.00	0.00	400.00	0.00
001.3120.0420	MAINT. SERVICE CONTRACTS	20,900.00	20,900.00	0.00	6,054.36	0.00	14,845.64	28.97
001.3120.0434	TELEPHONE	7,600.00	7,600.00	0.00	1,414.93	0.00	6,185.07	18.62
001.3120.0440	TRAINING, TRAVEL & DUES	6,250.00	6,250.00	0.00	1,251.10	358.20	4,640.70	20.02
001.3120.0450	GASOLINE, OIL & GREASE	30,000.00	33,586.36	0.00	10,509.99	(3,586.36)	26,662.73	31.29
001.3120.0460	VEHICLE MAINTENANCE & PARTS	18,000.00	18,461.57	0.00	4,844.79	888.43	12,728.35	26.24
001.3120.0465	ACCIDENT REPAIRS, INS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
001.3120.0470	DEPARTMENTAL SUPPLIES	13,100.00	18,517.32	0.00	7,586.25	(4,589.34)	15,520.41	40.97
001.3120.0480	UNIFORMS, BODY ARMOR	9,000.00	9,782.43	0.00	1,871.16	830.18	7,081.09	19.13
001.3120.0495	DARE PROGRAM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Total Dept 3120	POLICE DEPARTMENT	1,734,572.00	1,765,819.68	0.00	487,731.25	(27,090.65)	1,305,179.08	27.62
Total Fund 001	GENERAL FUND	1,734,572.00	1,765,819.68	0.00	487,731.25	(27,090.65)	1,305,179.08	27.62

