

William Kramer

WS-1

From: Elizabeth Cassidy
Sent: Wednesday, May 22, 2019 4:11 PM
To: William Kramer
Subject: FW: Proposed new home at 643 Knox Road
Attachments: 18J2-1230DR052219-SB.pdf

GA

From: Tom Johnson [<mailto:tom@thomasjohnsonhomes.com>]
Sent: Wednesday, May 22, 2019 4:10 PM
To: Elizabeth Cassidy
Cc: Kevin Johnson; Erbe Sally
Subject: Proposed new home at 643 Knox Road

Bill Kramer and town officials,

I'm following up on our conversation in regards to house location at 643 Knox Road. We had requested and were granted a variance to locate Sally & Richard Erbe's about 1 foot off the ROW. These meetings took place in October of 2018. Subsequent to the referenced meetings and delaying construction until spring I've investigated the soil conditions and found various levels of debris and garbage buried on site exactly where we intended to build this house. Although this appears to be clean garbage the homeowners with my advice would prefer to move the house farther back on this 10 acre site. This accomplishes several items:

The home will be built on stable soil conditions.

The existing debris can remain undisrupted

The distance between the adjacent house being constructed would be significantly increased & be more appropriate for large rural settings

The proposed new location is located in and around very mature trees which would eliminate any past possible dumping.

Thanks for your consideration,

Tom Johnson

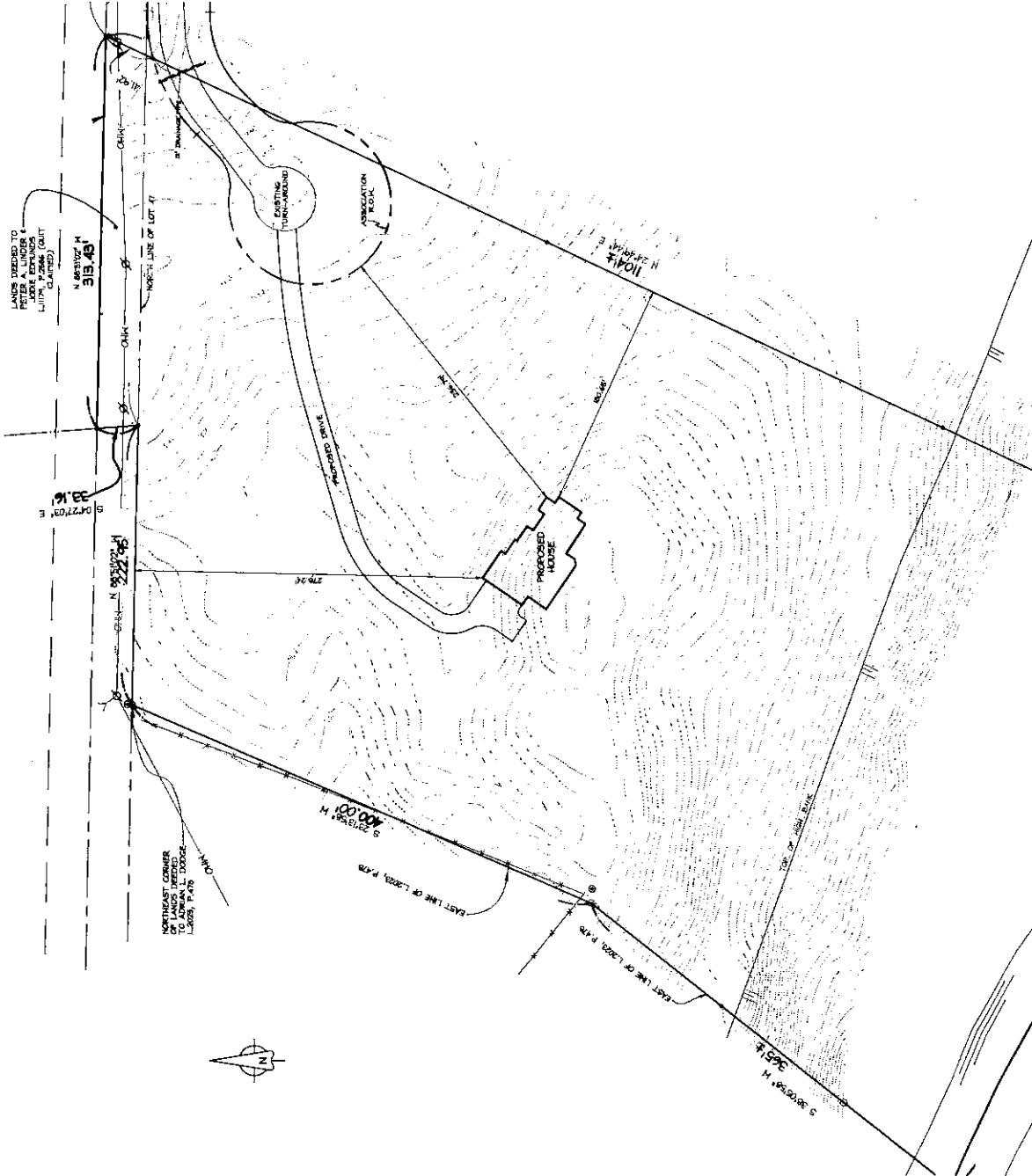
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Thomas J Johnson
Thomas Johnson Homes
6435 West Quaker Street
Orchard Park, NY 14127
Office: (716) 662-1341 | Cell: (716) 553-3499
tom@thomasjohnsonhomes.com
thomasjohnsonhomes.com



Begin forwarded message:

From: Kim Armstrong <karmstrong@nussclarke.com>
Date: May 22, 2019 at 1:20:07 PM EDT
To: Tom Johnson <tom@thomasjohnsonhomes.com>



LANDS REFERRED TO
PETER A. LINDER
JULY DRAWINGS
LINDERS CLAIMED

N. BEARING: $N 315.45'$

S. DISTANCE: $33.16'$

N. BEARING: $N 89.27703'$

S. DISTANCE: $92.27703'$

NORTHEAST CORNER
TO LANDS REFERRED TO
LINDERS CLAIMED
JULY DRAWINGS



S. DISTANCE: $79.96'$

S. DISTANCE: $100.00'$

S. DISTANCE: $100.00'$

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3506 Lake Shore Road, Suite 500, Buffalo, NY 14229
 P: 716 837-8300 F: 716 837-8301 WWW.MUSSAUME.COM
 MISSAUME & CLAWKE, INC. BUFFALO, NY 14203
 ENGINEERS AND SURVEYORS

PROPOSED SITE PLAN
 643 Knox Road
 Part of Lot 47, Township 9, Range 6
 Holland Land Company's Survey
 Town of Aurora
 County of Erie, State of New York
 Date of Survey: 05/22/19 Scale: 1" = 60'

Project No.: 1802-230

Martha Librock

WS-2

From: Eleanor L. Asquith <easquith@ffae.biz>
Sent: Wednesday, May 22, 2019 11:55 AM
To: Martha Librock
Cc: Supervisor; Bryan Smith; William A. Heidt; Paul Ernst; Donald Aubre
Subject: Aurora Municipal- Special Inspections
Attachments: CME_Special Inspections Proposal.pdf; Encorus_Special Inspection Proposal.pdf; SJB_Special Inspections Proposal.pdf; Special Inspection Summary.pdf

GB

Martha,

Please refer to the attachments for the Special Inspections Proposals from SJB Services, CME Associates, and Encorus Group. All companies are appropriate for the scope of work and have provided responsible proposals. Also attached, is a summary which compares the same quantities and the approximate cost for each. After comparing, FFAE recommends Encorus Group to perform the work. We are working with Encorus on a project with similar scope and trust that they will provide an equivalent service for the Aurora Municipal Center. Similar to the air monitoring, these costs may vary based on the duration and quantities during construction. Please review and let us know if you have any questions.

1

Please call me at (716 662 2200) if you have any questions.

Regards,

Eleanor L. Asquith
Fontanese Folts Aubrecht Ernst Architects P.C.
6395 West Quaker Street, Orchard Park, NY 14127
716.662.2200 phone, 716.662.0072 fax

2



Please note this is an estimated amount based on our understanding of the scope. You will be charged actual amounts in accordance with the rate sheets and terms & conditions contained in this proposal/quote.

Soils Inspection			<i>CME</i>	<i>SJB</i>
Standard Inspection	5 full days @ 8hrs = 40hrs @ \$28.00/hr	\$1,120.00	1375	1800
Specialty Inspection	2 half days @ 4hrs = 8hrs @ \$32.00/hr	\$256.00	380	260
Proctor Samples	2 samples @ \$60.00/sample	\$120.00	160	240
Gradation Samples	2 samples @ \$40.00/sample	\$80.00	70	80
Concrete Inspection				
Standard Inspection	10 half days @ 4hrs = 40hrs @ \$28.00/hr	\$1,120.00	1600	1600
Concrete Cylinders	10 sets @ 4 cyls/set = 40cyls @ \$8.00/cyl	\$320.00	400	400
Sample Pick Up (if not on site)	2 pickups @ 2hrs/pick up = 4hrs @ \$28.00/hr	\$112.00	140	60
Masonry Inspection				
Specialty Inspection	5 half days @ 4hrs = 20hrs @ \$32.00/hr	\$640.00	950	900
Mortar Samples	5 sets @ 3 samples/set = 15samples @ \$9.00/sample	\$135.00	150	150
Grout Samples	5 sets @ 4 samples/set = 20samples @ \$9.00/sample	\$180.00	200	200
Sample Pick Up (if not on site)	2 pickups @ 2hrs/pick up = 4hrs @ \$28.00/hr	\$112.00	140	60
Structural Steel / CFMF Inspection				
AWS-CWI Inspector	6 half days @ 4hrs = 24hrs @ \$60.00/hr	\$1,440.00	1800	1320
Mileage				
Site Visits (35 miles)	32 visits @ 35 miles/visit = 1120 miles @ \$0.65/mile	\$728.00	20mi 371.2	12mi 132
Final Special Inspections Review and Report				
Professional Engineer	8hrs @ \$115.00/hr	\$920.00	880	800

Time and Materials Estimate \$7,283.00

ENC. *CME.* *SJB*
 NUKE RENTAL: \$25/day \$25 —
 (5 days) \$125 ✓ \$125
 REPORTING: +10% 10% —

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



WS-3 CLERK
librock
2020

towncl

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

60

May 14, 2019
To: Town Board
Re: Request to Approve Grant Writing Services Contract

Please approve the services of Ann McDonnell Miller to complete the application for the New York State Department of Conservation grant for Composting Equipment. If approved, this grant will qualify the Town of Aurora to receive up to 50% reimbursement for the purchase of a hi-lift truck, new leaf truck and recycle bins. The contract is for \$2,000 and will be payed from Account A 6989.411. The current balance is \$2,000.

Thank You,

Elizabeth Deveso
Highway Secretary

Grantwriting Services Contract

Prepared By:

Ann McDonnell Miller

121 Woodside Drive

Elma, NY 14059

Phone: 7166521299

E-mail: amcdonnell@verizon.net

Prepared For:

Town of Aurora

James Bach

Gleed Street

East Aurora, NY 14052

Ann McDonnell, Project Consultant, hereby agrees to develop a full grant application as follows:


Description	Hours	Rate	Total Contract Esti...
Preparation and submittal of application to the NYS DEC for 50% reimbursement for composting equipment - to include automatic leaf vacuum, totes and high lift		2,000.00	2,000.00
Total Contract Estimate:			\$2,000.00

The following services will be provided by Ms. McDonnell Miller and the Applicant under this Contract Agreement:

1. Planning meeting(s) between Ms. McDonnell Miller and Project representatives;
2. Provision of background information and vendor quotes by the Applicant;
3. Submittal of a draft version of the proposal by Ms. McDonnell Miller to the designated representative for review at least 5 days before funder's deadline;
4. Submittal of a completed application by Ms. McDonnell Miller prior to the grant application deadline;
5. Payment in full to Ms. McDonnell Miller within 30 days of submittal of the application.

This contract is hereby authorized by:

Ann McDonnell, Project Consultant


Signature

4/2/2019

Date

Authorized Representative of Town of Aurora

Signature

Date

(Please print name)

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



WS-4
K
K
652-0280
townclerk@

TOWN OF AURORA
Southside Municipal Center
300 Gleed Avenue, East Aurora, NY 14052
www.townofaurora.com
May 2, 2019

6D

To: Town of Aurora Board
Re: Payment to Warning Electrical Services

Please also approve the payment of Invoice # 136409 to Warning Electric for \$12,080.25. The invoice is for emergency electrical work done to reconnect the power lines to the highway building in order to restore power to our facilities. At this time Selective Insurance has agreed to pay \$7,418.25 towards this expense.

Elizabeth Deveso
Town Highway Secretary

Warning Electrical Services, Inc.

431 Olean Road
East Aurora, NY 14052

(716) 652-7753 Office (716) 714-5526 Fax

Invoice

Date	Invoice #
5/9/2019	136409

Bill To
Town of Aurora 300 Glead Avenue East Aurora, NY 14052

Terms	Due Date
Net 15	5/24/2019

Description	Amount
Highway Garage	
Emergency Call 3/18/2019 -customer reporting no power -work truck hooked overhead electric lines pulling service from corner of building	300.00
Labor 3/19/2019 -provided new 40' utility pole with proper guide wiring -provided trenching, new pole location to building -backfilled to rough grade -provided 3" pvc conduit, pole to building [service] -provided 2" pvc conduit, pole to building [phone] -provided 250amp underground wire, pole to building -provided all necessary connections -ensured proper grounding, per code -all work inspected -coordinated service hook-up with Power Company	4,050.00
Subcontractor -40' utility pole	2,672.00
Subcontractor -trenching, backfilled to rough grade	3,180.00
Materials	1,878.25
*Tax exempt paperwork on file	
Total	\$12,080.25

E-mail	If paying this invoice with MasterCard or Visa, please call the office at (716) 652-7753.
warningelectric@roadrunner.com	NOTE: All accounts not paid after 30 days will be charged 1.5% carrying charge, 18% annualized.

Break out of emergency repair invoice

1st: Trenching sub-contractor provided trenching to the existing pole. The trench could not go all the way to the pole on the other property. We were required to wait for a NYSEG field planner to arrive [on site] to discuss options [due to corner of Town building damaged]. We secured assistance from a separate sub-contractor to set a new pole and guide wire on Town property.

2nd: Trenching was delayed while waiting for utility Mark & Locate response. National Fuel had trouble locating line and had to call for a crew to dig/expose underground gas line to ensure the line was properly marked prior to our trenching.

3rd: Provided trenching to new pole location. Arranged for conduit and wire inspection. Proceeded with back fill to rough grade.

4th: NYSEG allowed meter to stay on building [versus moving to pole]. This was allowed after my negotiation with NYSEG field planner. If NYSEG mandated this meter relocation, considerable additional charges would have been incurred.

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



WS-5
tow

TOWN CLERK
Martha L. Librock
(716) 652-3280
m

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

GE

April 30, 2019

To: Town Board
Re: Request to Hire Cummins Sales and Service to Inspect Highway Generators

Please approve signing a contract with Cummins Sales and Service to inspect the highway building generators annually. The total agreement is for \$1,622.04 and includes an annual inspection on both generators for three years. Funds for this will come out of Building and Grounds line A 1620.422. Annual inspections will minimize the risk of these building generators failing when they are needed.

Thank you,

Elizabeth Deveso
Town of Aurora Highway Secretary



3/22/2019

TOWN OF AURORA
300 GLEED AVE STE 9
EAST AURORA, NY 14052
RE: Planned Maintenance Proposal

Dear Dave,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Nick Kryder

Nick Kryder
Territory Manager

Office: (716) 385-6574

Cell: (716) 385-6574

Email: nicholas.kryder@cummins.com



Cummins Inc.
 700 Aero Drive
 Buffalo, NY 14225
 Phone: (716)829-1700
 Fax: (716)632-0640

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF AURORA 300 GLEED AVE STE 9 EAST AURORA, NY 14052 Customer #: 521991 Payment Type: Pay As You Go	Name: Dave Phone: (716) 652-4050 Cell: Fax: (716) 652-1123 E-mail: highway@townofaurora.com	Quote Date: 3/22/2019 Quote Expires: 5/21/2019 Quote ID: QT-9090 Quoted By: Nick Kryder Quote Term: 3 Year

Site Name: Aurora Highway Department
 (300 GLEED AVE STE 9 EAST AURORA NY 14052)

Unit Name:	Unit #1	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price	
Make:	Cummins	1	September	Inspection	1	\$268.00	\$268.00	
Model:	DGBB						Year 1 Total:\$268.00	
S/N:	B050749342	2	September	Inspection	1	\$268.00	\$268.00	
Size:	35kW						Year 2 Total:\$268.00	
ATS Qty:	1	3	September	Inspection	1	\$275.02	\$275.02	
Notes:							Year 3 Total:\$275.02	

Unit Name:	Unit #2	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price	
Make:	Cummins	1	September	Inspection	1	\$268.00	\$268.00	
Model:	DGGD						Year 1 Total:\$268.00	
S/N:	H090023951	2	September	Inspection	1	\$268.00	\$268.00	
Size:	35kW						Year 2 Total:\$268.00	
ATS Qty:	1	3	September	Inspection	1	\$275.02	\$275.02	
Notes:							Year 3 Total:\$275.02	

Year 1 Total:*	\$536.00
Year 2 Total:*	\$536.00
Year 3 Total:*	\$550.04

Total Agreement Amount:* **\$1,622.04**
**Quote does not include applicable taxes*



Cummins Inc.
 700 Aero Drive
 Buffalo, NY 14225
 Phone: (716)829-1700

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
TOWN OF AURORA 300 GLEED AVE STE 9 EAST AURORA, NY 14052 Customer #: 521991 Payment Type: Pay As You Go	Name: Dave Phone: (716) 652-4050 Cell: Fax: (716) 652-1123 E-mail: highway@townofaurora.com	Quote Date: 3/22/2019 Quote Expires: 5/21/2019 Quote ID: QT-9090 Quoted By: Nick Kryder Quote Term: 3 Year

Total Agreement Amount:*

\$1,622.04

**Quote does not include applicable taxes*

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 466-6293 for invoice total prior to sending payment.

Please return signed agreement to:
 Cummins Inc.
 Attn: Planned Maintenance Department
 155 Rittenhouse Circle
 Bristol, Pa 19007
 Phone: (855) 466-6293
 Fax: (267) 552-6847
 Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-9090) **Cummins Inc. Approval**

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. TERMINATION. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Check Points for Minor Inspections

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

WS-6

Application # _____

Application	\$25.00
Permit	\$15.00
Security Deposit	\$200.00
Per Day Event Fee	\$125.00/Hour

Revised

6F

Application For Temporary Use Permit

Community Pool Rental

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

ALL REQUESTS MUST BE MADE NO LESS THAN 30 DAYS IN ADVANCE OF EVENT/USE.

1. Name of Organization: Holland Middle School
2. Individual Responsible for this request: Jennifer Suckow
3. Address: 11720 Partridge Rd
Holland, NY 14080
4. Telephone number: 537-8200 ext 6222 cell 910-7377
5. Fax: _____
6. Email Address: Jsuckow@hollandcsd.org
7. Date(s) of event Tues, June 25
8. Hours of use: Start 9:45 am/pm End 11:45 am/pm
9. Description of the event or use:
7th & 8th grade pool day
10. Specific area(s) requested
 - a. Community Pool 0
 - b. Pavilion 0
11. Specific equipment to be brought in to park (porta johns, tents, etc.) N/A
12. Estimated attendance: 150
13. Will food or drinks be served outside of the pool area? yes If yes, describe:
students will bring picnic lunch
14. Will there be sound amplification or music? _____ If yes, describe:
No

I make this application and agree to abide by the **Guidelines for use of Community Pool Park.**

Jennif L. Duckow
Signature of Applicant

5/16/19
Date

Official Use Only Below this Line-----

Event: _____

Attachments submitted:

_____ Indemnification Agreement

_____ Certificate of Insurance

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

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

Action by Town Board:

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

Approved: _____ Date: _____
Supervisor Signature

Denied: _____ Date: _____
Supervisor Signature

Conditions:

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

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

_____ Other



TOWN OF AURORA SENIOR CENTI

101 King Street, Suite A
East Aurora, New York 14052
Phone: (716) 652-7934
Fax: (716) 652-9083

WS-7

GG

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: May 22, 2019

RE: Kitchen Manager

I am proposing that we hire a part time (19 1/2 hrs) Recreation Attendant RPT, budget line A6772.116 at \$12.52 per hour. I have chosen Jennifer George as the best candidate for our center. Jennifer lives in the village at 425 Main St. The effective date for her employment will be June 3, 2019. We ran our ad for the position in the East Aurora Advertiser, Pennysaver, and our town web site. I was able to interview 2 candidates for the position. I have enclosed a copy of the ad.



TOWN OF AURORA SENIOR CENTER

101 King Street, Suite A
East Aurora, New York 14052
Phone: (716) 652-7934
Fax: (716) 652-9083

Help wanted – Kitchen Manager part time –Town of Aurora Senior Center 101 King St. Duties include basic home-knowledge of preparing and serving food, preparing weekly reports, and working with volunteers. Applicants must have a positive and pleasant attitude. All applicants must be Town of Aurora residents. Please call 652-7934 or applications may be picked up at this location.

WS-8

John J. Mills
Erie County Legislator, 11th District
92 Franklin Street, 4th Floor
Buffalo, NY 14202
716-858-8850
john.mills@erie.gov

May 14, 2019

Marilynn Calhoun-Allen, Executive Director
Association of Erie County Governments
9771 Partridge Road
Colden, NY 14033

Dear Ms. Calhoun-Allen,

The Erie County Legislature Minority Caucus has sponsored a resolution in opposition to New York State bill, S1747/A3675, that would provide driver's licenses to illegal immigrants. Federal laws are in place to protect the integrity of our nation's immigration process, and the New York State Legislature is proposing changes that would undermine that process.

Erie County Clerk Mickey Kearns has expressed his opposition to the bill citing several problems including federal rules, voter registration, law enforcement restrictions, and the very real potential for fraud. Our Minority Caucus press release and statements can be found here.

I would like to encourage you to pass resolutions from your towns and villages in opposition to this state legislation and in support of our county proposed resolution.

Sincerely,



John J. Mills

Application # _____

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

6th

Application For Temporary Use Permit

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

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

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

- Name of Organization: EAST AURORA DRIVING SOCIETY
- Individual Responsible for this request: ELIZABETH O'DONNELL
- Address: 892 SEWETT HOLMWOOD Rd
E.A. NY 14052
- Telephone number: 716 380-5724
- Fax: —
- Email Address: eod892@gmail.com
- Date(s) of event June 9, 2019
- Hours of use including set up/take down: Start 7:00 am/pm End 6:00 am/pm

- Description of the event or use:
Jeff Kohler a pleasure driving trainer and clinician
is coming to give private driving lessons to eight
new drivers. (educational clinic)
- Specific area(s) requested, map attached
 Soccer
 Polo Field
 Equestrian Park
 Other: _____
- Specific equipment to be brought in to park (porta johns, tents, etc.)
pop-up tent, chairs, table
- Need: Water Electric
- Estimated attendance: 8 for clinic + WORKERS TO SET-UP, ETC.

14. Will food or drinks be served? Yes If yes, describe: SANDWICH TRAY
FROM TOPS; POD

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

16. Other services requested (describe): _____

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

_____ Parks and Recreation Department _____

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

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

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

Elizabeth O'Donnell
Signature of Applicant

4-15-19
Date

Official Use Only Below this Line-----

Event: _____

Attachments submitted:

Indemnification Agreement

Certificate of Insurance

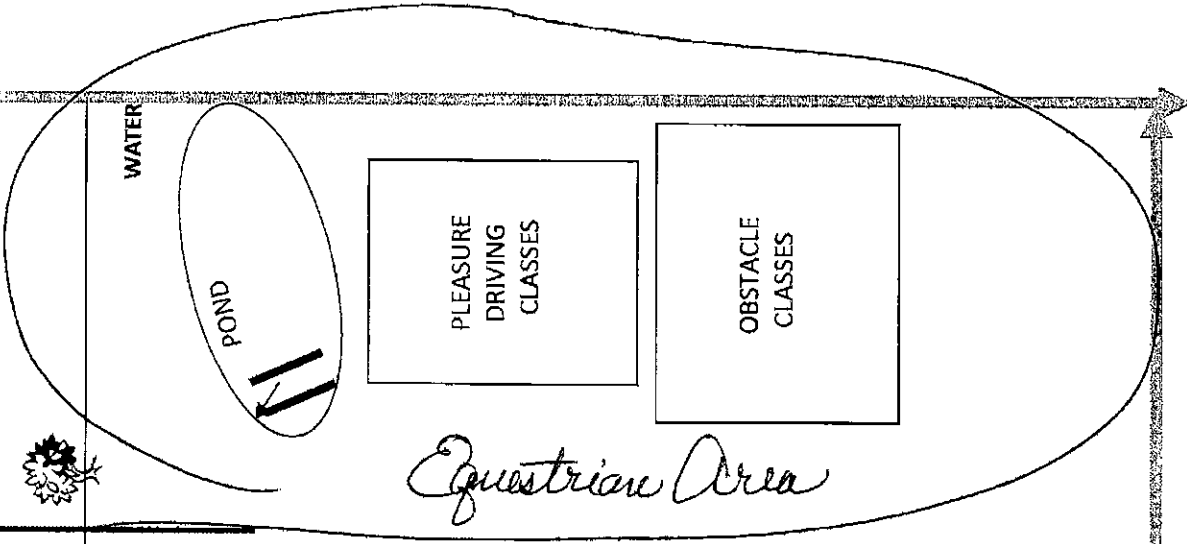
_____ Map with area(s) requested to be used indicated

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

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

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

June 9th



Equestrian Area

COVERED BRIDGE

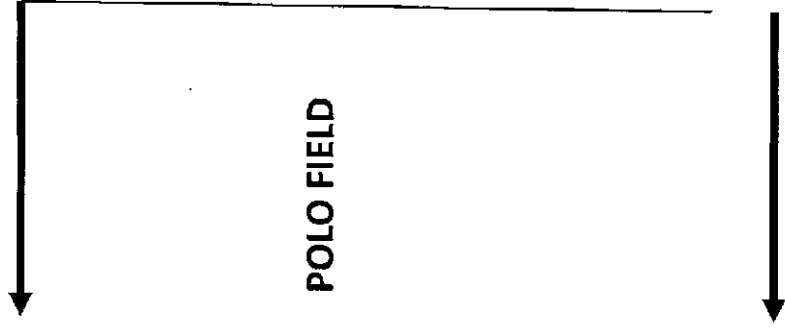


Additional soccer parking

Soccer parking area

Horse trailer parking

POLO FIELD





GI

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

MEMO

To: The Town Board
From: Rob Goller, Secretary to the Supervisor *RG*
Date: May 16, 2019
Re: Guardian Dental and Vision Insurance

June is open enrollment month for vision and dental insurance offered through Guardian. Approval is requested to remain with the current plans for the 2019-2020 coverage year, which begins July 1.

Dental rates will remain the same: \$57.08 per month for single coverage and \$154.86 per month for family coverage. Vision rates will increase, from \$10.15 to \$10.45 per month for single coverage, and from \$21.86 to \$22.52 for family coverage.

This would not impact the town's contribution to employee health insurance, which for any combination of medical, dental and vision, is currently \$467 for single coverage, \$790 for employee plus children coverage, \$931 for employee plus spouse coverage, and \$1,340 for family coverage.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO WD					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	2	\$57.08	\$1,370	\$57.08	\$1,370
FAMILY	9	\$154.86	\$16,725	\$154.86	\$16,725
TOTAL	11		\$18,095		\$18,095

This plan is currently offered for Insurance Class 1

VISION PLAN RATES - VSP 18					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	0	\$10.15	\$0	\$10.45	\$0
FAMILY	9	\$21.86	\$2,361	\$22.52	\$2,432
TOTAL	9		\$2,361		\$2,432

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2 (1980)

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	90%	80%
Major	60%	50%
Deductible		
Waived for preventive?	Yes	Yes
Maximum		
	\$1,000	\$1,000
Orthodontia		
	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		N/A
Rollover Amount		N/A
In-network only rollover		N/A
Max Rollover Limit		N/A
Dependent Age Limit		20/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

**VSP
VISION**

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY			
	In-Network	Out-of-Network	Frequency
Exam Copay	\$0	\$0	12 months
Exam Allowance	100%	\$46	12 months
Materials Copay	\$10	\$10	
Base Lenses			
Single Vision Allowance	100%	\$47	12 months
Bifocal Allowance	100%	\$66	12 months
Trifocal Allowance	100%	\$85	12 months
Lenticular Allowance	100%	\$125	12 months
Contact Lenses			
Elective Allowance	\$105	\$105	12 months
Therapeutic Allowance	100%	\$210	12 months
Frame Retail Allowance	\$0	\$47	24 months
Materials Allowance	N/A	N/A	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.



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

300 Gleed Avenue
East Aurora, New York 14052

6J
recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 5/22/19
Re: Additional Guards

Approval is requested to hire Caitlin Hochwald as presented below. Caitlin has worked for the town for four years. Her rate of pay is based on the 2019 pay rate chart approved in 2018. Her start date would be 6/1/19.

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Rate</u>
Caitlin Hochwald	1304 Sweet Rd	Lifeguard	\$11.60

Town of Aurora

All Calls & Complaints

7A

Summary Report by Date: 04-01-2019 through 04-30-2019, for Category: PARKS - PARKS

Caller Name/Address	Date/Phone	Notes	Closed
Parks			
Dawn West Falls Tot Lot	04-04-19	Clean out sand box and replace with clean sand. Kyle	04-24-19
Elaine Warren Park	04-04-19	Clean up park for East Egg Hunt on 4/13. Kyle-2 days.	04-11-19
EA Police West Falls	04-08-19	Raccoon was dispatched at entrance of park. Please remove and dispose of. Kyle	04-08-19
Elaine Hamlin Park	04-22-19	Take 6 chairs from Hamlin Park to classroom at Gleed Ave. Kyle-.5 hours	04-22-19
Patty Hamlin Park	04-30-19	Please mow lawn at Hamlin Park for Lacrosse by 5/3. Jim	05-02-19
Total count: Parks			5

Town of Aurora

All Calls & Complaints

Summary Report by Date: 04-01-2019 through 04-30-2019, for Category: BUILDING DEPARTMENT WORK REQUI -

Caller Name/Address	Date/Phone	Notes	Closed
Building Department Work Requi			
Kathy Town Library	04-03-19	Please repair/ replace left hand side public toilet. -Found no working issue with toilet. Tightened parts and they will reach out if any problems arise.	04-04-19
Sheryl M. Town Clerk's Office	04-04-19	Pick up 5 boxes and deliver to Senior Center. Kyle	04-05-19
Jim B. Old Firehall	04-05-19	Please remove red lights from outside building and store in TOA warehouse space. Nick and Mike	04-15-19
Aurora Adult Day Care Center King Street	04-08-19	Please rehang sign that has fallen off south side of building. The sign is in the parks building. Done-Mike and Nick	05-09-19
Bryan Smith New Town Hall	04-08-19	Need lock for new town hall fence in parking lot. Ordered from EA Locksmith. Picked up 4/22.	04-22-19
Donna Senior Center	04-15-19	Check leak in kitchen ceiling Mike and Nick-2 hours Leak is on King St side of HVAC over kitchen at roof level. Fixed leak. Sealed whole AC/heat unit on roof. Also fixed toilet seats, bottom of stoves and installed new panel in dishwasher.	04-23-19
Kathy Town library	04-15-19	Remove hornets nest from ground in front of library by bench. Sprayed	04-15-19
Sue Adult Daycare Services	04-15-19	Please remove cover from 2 smoke detectors. Mike E and Nick-.5 hrs	04-15-19
Kathy Town Library	04-16-19	Our only working toilet isn't flushing properly. There is no water collecting in the bowl. Mike E and Nick-would like a higher bowl water level, but this cannot be adjusted. Asked about new/different toilet due to amount of toilet paper used. Referred to call hwy for Dave or Mike.	04-16-19
Sheryl M. Clerk's Office	04-17-19	Please pick up 5 boxes from clerk's office and deliver to Senior Center.	04-18-19
Donna Senior Center	04-17-19	Please fix urinal in men's room. Mike	04-17-19
Chuck S sr center	04-22-19	Caulk and seal windows at Sr Center Mike and Nick-1.5 hours	04-22-19

Caller Name/Address	Date/Phone	Notes	Closed
Donna Bodeker King Street-Senior Center	04-24-19 (716)652-7934	Urinal in men's bathroom is making a "banging" noise when it is being flushed. Replaced valve	04-24-19
Donna Senior Center	04-25-19	Please take down our old flag and install new one outside. It will require a ladder. Mike and Nick	04-25-19
Donna Senior Center	04-25-19	Check men's bathroom urinal. Yesterday there was a loud noise when flushing. Mike and Nick-changed guts, 1 hr	04-25-19
Donna Senior Center	04-26-19	Please replace "unit" in men's urinal. Mike and Nick	04-26-19
Total count: Building Department Work Requi		16	



7B

**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: 05202019

Re: Monthly Report - April 2019

General Information

- Lieutenant Jack Wolff has announced that he will be retiring June 29th after one month shy of 32 years of service to this department and the Town and Village Residents.
- Prescription waste that was collected in our drop box was transported to Covanta in Niagara Falls for destruction. 260 pounds of waste was disposed of.
- Interviews were conducted for a part-time Public safety Dispatcher position. The process is ongoing.
- Computers and monitors are being updated in dispatch.

Training:

- A Manual & Procedures test was taken by Officers for the area of Communication Procedures.
- Lt Waldron attended a 3 day seminar on Patrol Tactics. He attended several classes on different topics and will be bringing that training back to the officers.

Meetings:

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

- ECACOP monthly meeting
- Met with the new training director at the Erie Co. Training Academy



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

- Met w/ VP of Operations from Fisher Price
- Safety Committee meeting
- Several meetings with individuals from the public/business owners
- 1 Pistol Permit interview

Special Events

- Bunny Hop 5K – Large contingent of runners and spectators turned out for this year’s event. Rain played a little havoc on our No Parking posting; however the event went off without incident.



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

Statistics

Activity	Village	Out Side of Village	Total (YTD)
Police calls	767(3,196)	474(2,013)	1,241(5,309)
Fire/EMS calls			350(1,557)
Response Time	1.7 minutes	2.3 minutes	
Property Damage Acc	17	6	23(110)
Injury Accidents	0/0 Fatal	5/0 Fatal	5 (15)0(Fatal)
Leaving Scene Acc	2	1	3 (17)
Arrests-Individuals	10	8	18(71)
Crimes-Persons	6	5	11(29)
Crimes-Drugs	1	0	1(5)
Crimes-Property	12	4	16(51)
Burglary/Trespass	1	1	2(4)
S&R-Lic/Reg	1	3	4(23)
DWI	6	4	10(19)
Warrant Arrests	0	0	0(2)
Traffic Tickets	46(206)	63(223)	109 (429)
Parking Tickets			28 (53)
Domestics	1 (9)	1 (6)	2(15)
9.41 Mental Health Charge	1 (3)	2 (6)	3 (9)



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:
 - The Speedway gas station was robbed by a masked individual who displayed a hand gun. Det Longboat is investigating.
 - Officers made 10 DWI arrests in April; one was for impaired by drugs.
 - A West Falls resident reported \$10,000 stolen from a safe in their house.
 - Investigations have begun on three separate complaints of checks being forged and deposited, by three separate complainants.