



May 14, 2019

WS-1

5D

Aurora Town Board
300 Gleed Avenue
East Aurora New York 14052

Dear Board Members:

We are writing today to ask that we be placed on the agenda for the June 10, 2019 Board meeting for the purpose of discussing the status of the Polo Grounds Condominium project.

As you may recall, the density of the project was reduced from 47 to 46 units in connection with a change in ratio of 2-family to 1-family homes. We have sold and closed on a total of 44 units. Our site plan approval only allows us to build one, 2-family building on our remaining building envelopes along Cheval Road in order to reach the maximum density of 46 units.

We have not had a sale in more than 2 years because not a single customer that was interested in building at Polo was interested in a unit in a 2-family building. It is our opinion that we are unlikely to ever find 2 buyers for a 2-unit building along Cheval Road.

Accordingly, we have reached the point where if a change is not made to our site plan approval to allow us to build what our customers want, we will no choice but to consider abandoning the project due to the continuing financial burden of carrying the project without unit sales.

Please let me know if the Board is willing to explore options that would allow us to complete the project.

Very truly yours,

Legacy Polo Grounds LLC

Frank A. Chinnici
Member

cc: T. Kosakowski, Pres. Polo Condominium
J. Garas, Esq.



300 Glead Avenue, East Aurora, NY

WS-2

**TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION**

6A

PETITIONER: Name: ERIC OSMANSKI
Address: 4891 ECKHARDT RD
HAMBURG NY 14075
City State Zip
Phone: (716) 572-4405 Fax: _____ E-Mail: ERIC.OSMANSKI@GMAIL.COM

PROPERTY OWNER (if different from petitioner):

Name: MICHAEL J AND NICOLE M KRIEGER
Address: 113 CHURCH ST Ph. No. (716) 870-4500

PROJECT ADDRESS: BLAKELEY RD 187.00-2-21.31
No. Street SBL No.

PROJECT DESCRIPTION: SINGLE FAMILY RESIDENCE

Signature of Applicant: [Signature]

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

On the 5th day of 5th June, in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared Eric Osmanski, 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.

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

OFFICE USE ONLY:
File #: _____ Number of Lots 1 Total Acreage 11.22⁺ Zoning RR/A
Open Development Area Review Application Fee \$ 100.00 # 170 615119
Materials Received by Town Clerk & Fee Paid
Accepted by [Signature] Date 6/5/19

Narrative Description of the Planned Right-of-Way

The private right of way and access roadway located on Blakeley Corners Rd, SBL 187.00-2-21.31, will be used as a residential driveway for personal vehicle use to and from Blakeley Rd and developed in accordance with the "Design standards for access roadways" outlined in the Aurora Town Code, Chapter 99, Article VI, Section 99-34, paragraph B.

The right-of-way is 50 feet wide and the driveway will be constructed of gravel, 20 feet wide, and have an apron at Blakeley Rd. The driveway will be approximately 750 feet in length from Blakeley Rd to the residence, with the appropriate vehicle pass-by bump-outs at 150-foot increments, will not exceed 10% in grade and will maintain a minimum 28 foot turning radius. Additionally, there will be a hammerhead turnaround at the termination of the interior private right-of-way and residence.

The private right-of-way and driveway will be solely owned by Eric Osmanski and have the rights and obligations as follows:

- Constructing, using, maintaining, repairing, and/or replacing a driveway
- The driveway shall be maintained to not exceed 10% in grade
- The driveway shall be kept in reasonably neat, clean and orderly condition
- The driveway shall be kept free of personal and other property which would impede, obstruct or block the free flow or passage of emergency vehicles
- The driveway shall be kept reasonably clear of snow and ice during the winter months

AGREEMENT

WS-3

GB

This Agreement is made this 31 day of MAY, 2019, between the **Town of Aurora**, a New York State municipal corporation with offices at 300 Glead Avenue, East Aurora, New York 14052, hereinafter referred to as the "Town", and **Bernard Kotarski and Kathleen A. Kotarski**, owning, residing or doing business at **SBL#175.00-2-8.111 Beech Road** in the Town of Aurora, New York, hereinafter referred to as the "Applicant".

WITNESSETH:

WHEREAS, the Applicant hereby represents and warrants to the Town that they are the owners of an improved, or to be improved, property in the Town of Aurora situated at SBL#175.00-2-8.111 Beech Road (the "Premises"), which Premises is described in Exhibit A (copy of deed) annexed hereto; and

WHEREAS, the Applicant is desirous of obtaining water from the Village of East Aurora to service the Premises; and

WHEREAS, the Applicant has asked the Town for permission to obtain water from the Village of East Aurora of which the Premises is not a part, and the Town, subject to the terms and conditions of this Agreement has agreed to grant permission to the Applicant to obtain water from the Village of East Aurora.

NOW THEREFORE, in consideration of the Town granting permission to the Applicant to obtain water from the Village of East Aurora, the Applicant does hereby represent, warrant and agree as follows:

1. To construct service lines and facilities to the right of way acceptable to the Town or the Town's Engineer, in its or their or his sole discretion, upon the Premises to facilitate the delivery of water to the Premises pursuant to the terms of this Agreement. It being understood that: (a) plans and specifications for such construction, and the construction itself shall be inspected and approved of by the Town from time to time prior to its completion; and (b) that the inspection and approval or failure to inspect and approve of the improvements or plans and specifications described herein shall not, in any event, subject the Town or the Town's Engineer to any liability or responsibility for any defect or deficiency in said plans, specifications or the construction of facilities in question.

2. The terms and conditions of this Agreement shall not become effective until: (a) the Town Board by Resolution approves granting permission to the Applicant to apply to the Village of East Aurora for water service; and (b) this Agreement is signed by an authorized representative of the Town and all owners of the Premises, and is recorded in the Erie County Clerk's Office.

3. The terms, conditions and covenants contained herein shall run with the Premises and shall be binding upon subsequent owners of the Premises.

4. To advise any subsequent owners of the Premises of the terms and conditions of this Agreement.

5. Should a mortgagee, who has perfected a lien on the Premises prior to the effective date of this Agreement, commence a foreclosure action which by its terms could terminate this Agreement, either the Town, adjoining municipality or any entity providing water to the Applicant may terminate the terms and conditions of this Agreement and said water service, unless the mortgagee in question subordinates the lien of its mortgage to the terms and conditions of this Agreement.

6. Should the Town, municipality, or entity providing water determine, in its sole discretion, that a suspension or termination of water service is necessary to protect other properties within the Town or adjoining municipality, then the Town, municipality or entity that provides water service to the Premises may terminate or temporarily suspend water service to the Premises without incurring any liability for any damages or losses which may result from such termination or suspension of water service.

7. Unless otherwise specifically agreed in writing, all improvements to be constructed by the Applicant to facilitate the delivery of water service to the Premises will be constructed upon the Premises by Applicant, and will be owned and serviced by the Applicant.

8. This Agreement shall be binding on the heirs, assignees and legal representatives of the Applicant and, as previously indicated shall constitute covenants running with the land which will be binding upon all subsequent owners of the Premises.

9. Applicant shall agree to pay all charges and fees applicable for this water service. This agreement may be terminated by the Town should the Applicant fail to pay any charges or fees attributable to the

services described herein in a timely manner, either through or to the Town, an independent water district of the Town, adjoining municipality or other entity providing water.


10. Should the Town, adjoining municipality or entity providing water at some future date either form a new water district, water improvement area or extend an existing water district in a manner which would include the Premises, the Applicant, at his or her sole cost and expense, will, within thirty (30) days, disconnect any and all existing water services provided to them as an out of district customer pursuant to this Agreement, and as soon as reasonably practicable thereafter, make arrangements at their sole cost and expense, acceptable to the Town and consistent with the rules and regulations established from time to time by the Town for its various water districts, to obtain water service from the new water district, water improvement area, or extended water district, and will thereafter abide by all rules and regulations established by the Town, adjoining municipality or entity providing water, or any applicable independent water district of the Town, and pay all appropriate charges applicable thereto.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed on behalf of the Town, or if appropriate, an independent water district of the Town, by the Supervisor of the Town duly authorized pursuant to a resolution of the Town Board, and the Applicant caused this Agreement to be signed as of the day and year first above written.

TOWN OF AURORA

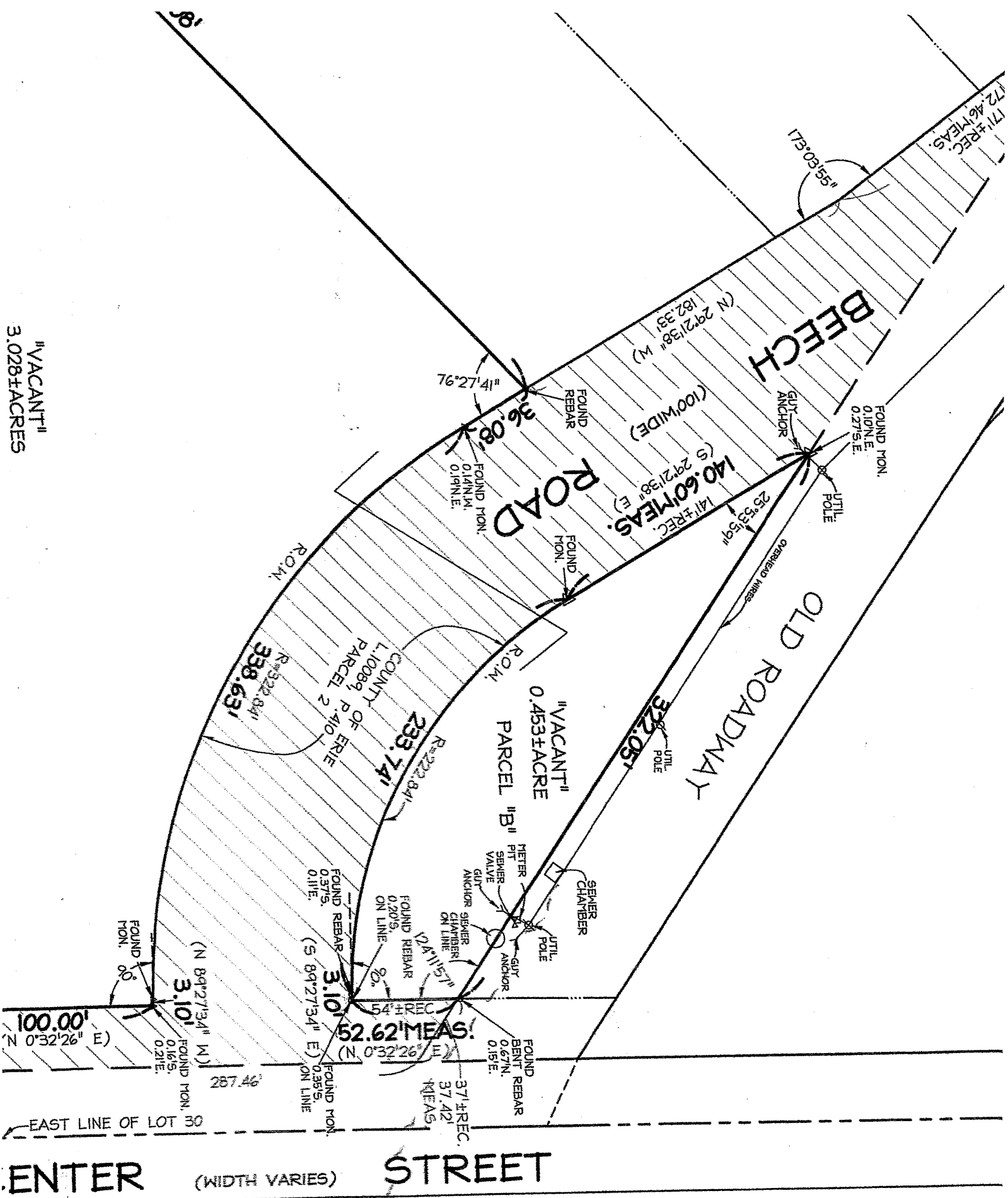
By: _____
James J. Bach, Supervisor

APPLICANT

By: 
Bernard Kotarski

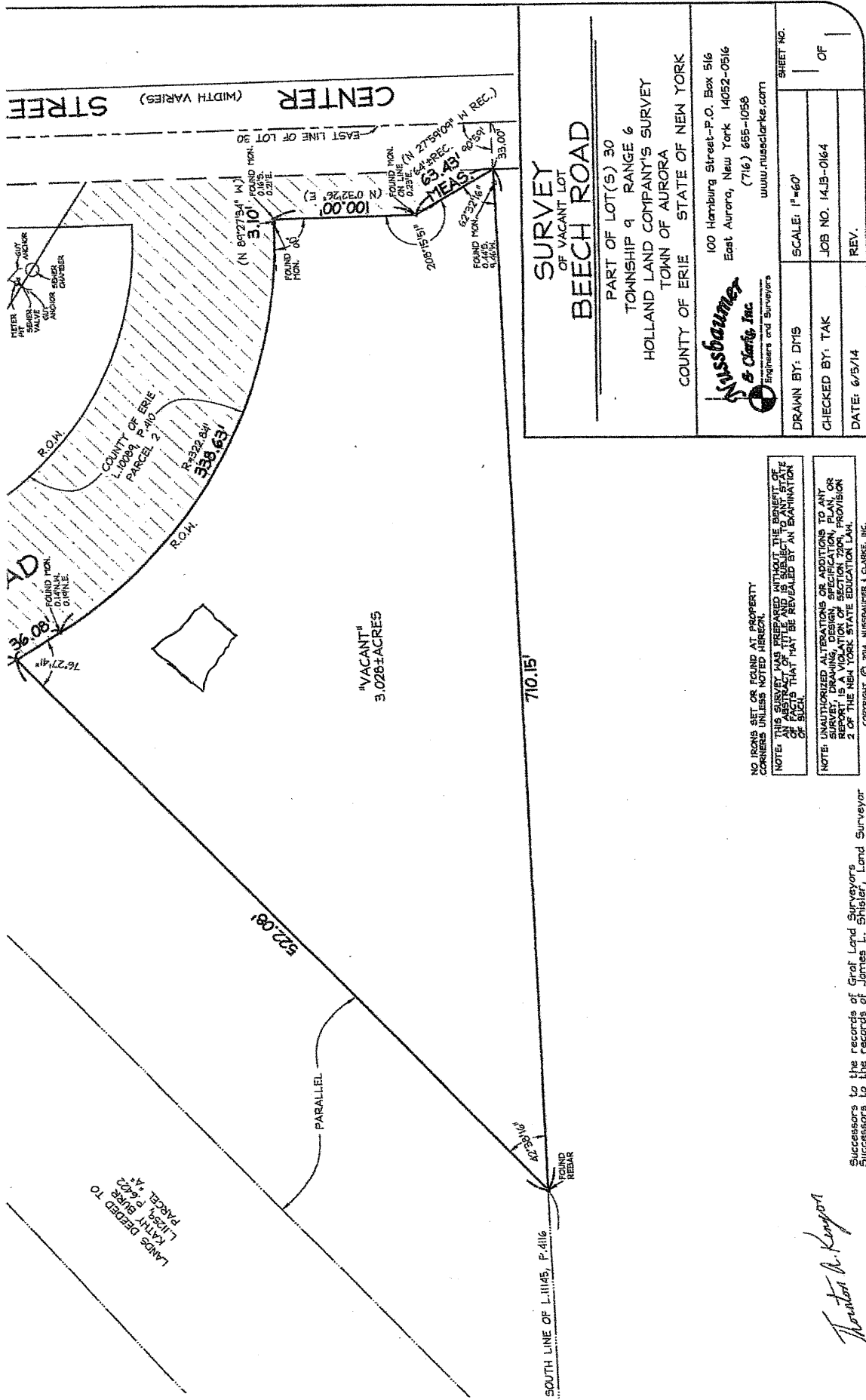
By: 
Kathleen A. Kotarski

"VACANT"
3.028±ACRES



ENTER STREET (WIDTH VARIES)

SEWER



SURVEY OF VACANT LOT BEECH ROAD

PART OF LOT(S) 30
 TOWNSHIP 9 RANGE 6
 HOLLAND LAND COMPANY'S SURVEY
 TOWN OF AURORA
 COUNTY OF ERIE STATE OF NEW YORK

100 Hamburg Street-P.O. Box 516
 East Aurora, New York 14052-0516
 (716) 655-1058
 www.nusaclarke.com

NusaClarke
 Engineers and Surveyors

DRAWN BY: DMS SCALE: 1"=60'
 CHECKED BY: TAK JOB NO. 14J3-0164
 DATE: 6/5/14 REV.

SHEET NO. OF

NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OR FEDERAL LAWS THAT MAY BE REVOKED BY AN EXAMINATION OF SUCH RECORDS.

NOTE: UNAUTHORIZED ALTERATIONS OR ADDITIONS TO ANY SURVEY, DRAWING, DESIGN SPECIFICATION, PLAN, OR REPORT ARE PROHIBITED BY SECTION 2-207 OF THE NEW YORK STATE EDUCATION LAW.

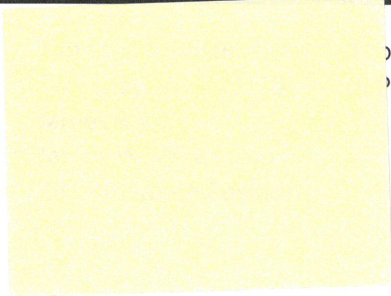
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Successors to the records of James L. Shisler, Land Surveyor
 Successors to the records of James L. Shisler, Land Surveyor

Therese A. Kempson

James Bach

From:
Sent:
To:
Cc:
Subject:



om>
'M

WS-4

6C

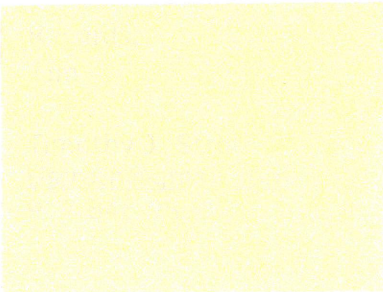
Jim,

After expressing an interest to Davis Heussler about getting involved, he initiated an email about my interest to you and Jim Whitcomb on March 23. At Jim's suggestion I attended the April 18 meeting and met everyone including Sheryl Miller. After a busy month of traveling that didn't allow for attendance at the May meeting, I'd like to follow up on this and provide any background information required for consideration if there is still an open Alternate Member position.

A brief background includes:

- Born and raised in East Aurora, primarily at our family home on Sweet Road.
- Currently reside in a townhouse on Center Street that I've owned since 2004.
- Graduate Civil Engineer and have been working in the industry for over 34 years, 30 of those with my current company Greenman-Pedersen, Inc.
- Held various leadership positions at my company and my current title is Director of Asset Management Services, which is related to transportation assets for public agencies as our primary clients.
- Long history of volunteer service including a 29 year association with the Ronald McDonald House organization in Rochester and New York City along with other philanthropic organizations.
- Serving on technical advisory committee for Federal Highway Administration since 2005.
- Currently serving on Board of Directors for our Homeowner's Association and have been Treasurer since 2012.
- Currently serving on Board of Directors for my Special Needs brother's softball league, Touching Bases of Erie County.
- Committee Co-Chair for 2019 PGA Championship at Bethpage State Park.

I'm happy to provide any additional information you require. Thank you for your consideration.



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



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

CLERK
Librock
2-3280
ra.com

WS-5

GD

MEMORANDUM

TO: James Bach, Supervisor
Susan Friess, Councilwoman
Jeffrey Harris, Councilman
Jolene Jeffe, Councilwoman
Charles Snyder, Councilman

FROM: Roger Pigeon, Assessor

DATE: June 3, 2019

RE: Appointment to a 6 Year Term for Assessor's Position

OCT 1, 2019 -
SEPT 30, 2025

I am requesting appointment to a 6 year term as required by New York State Office of Real Property Taxation and Finance. I have achieved the required certification as an assessor having completed the education requirements and exam.

The following are some of the accomplishments of this Town of Aurora Assessment team during the past ten (10) months of my tenure.

- 1) Implemented new Senior Citizen Exemption limit change for:
 - a) Erie County
 - b) Town of Aurora
 - c) East Aurora Union Free School District
 - d) Village of East Aurora

- 2) Consolidated and reviewed for consistency all of the Senior Citizen exemption resolutions for five (5) school districts, Town of Aurora and the Village of East Aurora.

- 3) Implemented the New York State changes for the STAR program
- 4) Conducted outreach for the senior citizens at the Aurora Senior Center
- 5) Trained a new exemption clerk
- 6) Began preparing a written procedure manual for the Assessor's Office
- 7) Started the ACES compliance for the NYS RPS inventory.
- 8) Implemented new procedure for STAR, senior citizen and veteran's exemptions requiring assessor's review and approval.
- 9) Preparation for potential audit by the NYS Comptroller's Office (self auditing)
- 10) Received NYS Assessor's certification
- 11) Settled Absolute Care and Bob O Link Article 7's without spending extensive monies for appraisals.

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



WS-6

MAR

townclerk@

GE

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

MEMO

TO: Town Board

FROM: Kathleen Moffat

RE: Mobile Hotspots: Community Pool and Hamlin Park

DATE: 06/10/19

I respectfully request approval to order two (2) Mobile Hotspots from Verizon for the Community Pool and for Hamlin Park. It was suggested at the November 13, 2018 Work Session to try mobile hotspots instead of installing Spectrum internet at these locations.

The actual hotspot devices are free. We can purchase data at a monthly price of \$31.99 for 2GB or \$39.99 for unlimited data. I recommend the \$39.99 for unlimited data for each device. In addition, our service can be suspended, at no cost, for the months the park and pool are not open.

Application # _____

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

WS-7

GF

Application For Temporary Use Permit

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

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

All requests must be made no less than 60 days in advance of event/use.

- Name of Organization: Up and Over Dog Sports
- Individual Responsible for this request: Mike Wolff & Lynn Broderick
- Address: 1816 Olean Rd
South Wales NY 14139
- Telephone number: 7
- Fax: 7
- Email Address: up _____ unner.com
- Date(s) of event: Setup Aug 1st after 12PM Trial Aug 2-4
- Hours of use including set up/take down: Start 7:00 am/pm End 7:00 am/pm
- Description of the event or use:
Dog Agility Trial

- Specific area(s) requested, map attached
 Soccer
 Polo Field
 Equestrian Park
Other: _____
- Specific equipment to be brought in to park (porta johns, tents, etc.) Porta Johns, tents, agility equipment, snow fencing tied to split rail fence
- Need: Water Electric
- Estimated attendance: 60

14. Will food or drinks be served? X If yes, describe: Free water and snacks to workers

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

16. Other services requested (describe): RV camping over night no hookups
Garbage cans from town

 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**

[Signature]
Signature of Applicant

5/19/19
Date

Official Use Only Below this Line-----

Event: _____

Attachments submitted:

X Indemnification Agreement

X Certificate of Insurance

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

X 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.)

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

Application Recommended or Not recommended
by Department of Parks and Recreation

Action by Town Board:

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

Approved: _____ Date: _____
Supervisor Signature

Denied: _____ Date: _____
Supervisor Signature

Conditions:

_____ Police Department approval

_____ Highway approval

_____ Building Department approval









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

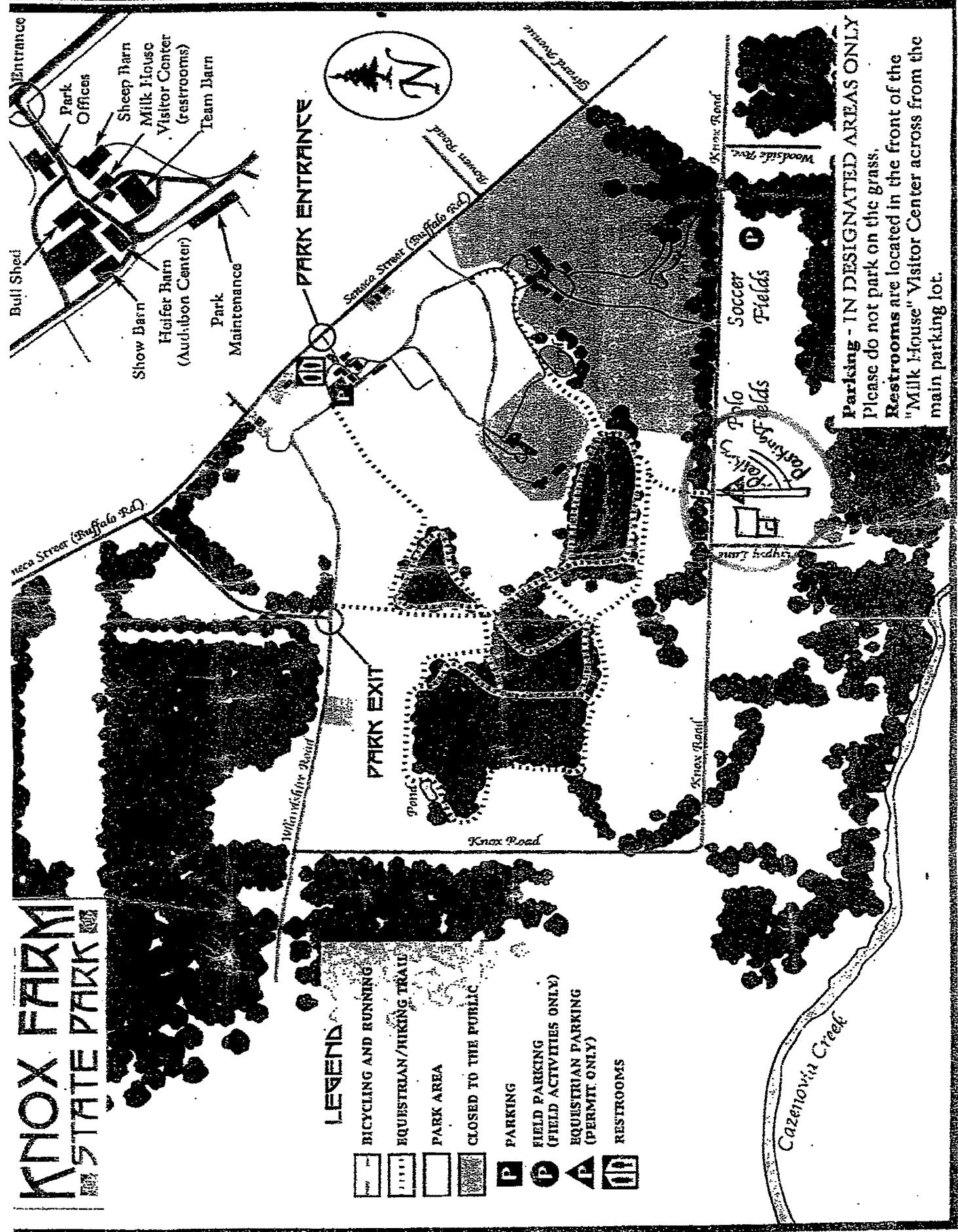
_____ Requesting organization shall submit an **Indemnification Agreement** signed by authorized applicant or officer of company and duly notarized.

_____ Other

KNOX FARM STATE PARK

LEGEND

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



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

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



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

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

Indemnification Agreement

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

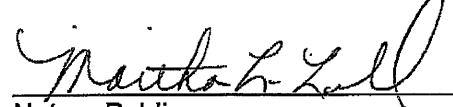
To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided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



Authorized Applicant or Officer

State of New York)
County of Erie)

Subscribed and sworn to before me this 31st day of May, 2019



Notary Public

Qualified in Erie County, New York
My commission expires: 5/31/22

MARTHA L. LIBROCK
Notary Public, State of New York
No. 01L15028312
Qualified in Erie County
My Commission Expires May 31, 2022

WS-8

GG

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

RESOLUTION APPROVING DIRECT SERVICE AGREEMENT

WS-9
5B

WHEREAS, the Town of Aurora (“Town”) and the Erie County Water Authority (“Authority”) have been negotiating a Direct Service Agreement whereby the Authority would own and manage the Consolidated Water District Number 1 (“CWD”) with a Direct Service Agreement, and

WHEREAS, pursuant to Article 17-A of the General Municipal Law and other applicable provisions of State Law, the Town has consolidated its Water Districts into a single Water District known as the Consolidated Water District Number 1, and

WHEREAS, the Town has determined it would be in the best interests of its residents and businesses to convey the property and facilities of the CWA to the Authority and that the Authority provides direct service to these water customers, and

WHEREAS, pursuant to Public Authorities Law §1054 and other applicable provisions of State Law, the Authority is authorized to acquire the property and facilities of the Town water supply and distribution system, and

WHEREAS, the Authority and the Town have approved and authorized the execution of Memorandums of Understanding, on or after September 18, 2014, December 29, 2015 and January 14, 2019, in contemplation of the sale and conveyance of the Town water system to the Authority, and

WHEREAS, pursuant to Town Law §198(12)(b) the Town has sought and received approval of residents of the CWA to convey the property and facilities of the District to the Authority in consideration for water direct service to be provided by the Authority and a Mandatory Referendum held on April 30, 2019, and

WHEREAS, the Town has carefully considered the terms and provisions of the Direct Service Agreement finding it to be in the best interests of the residents and businesses to approve and enter into the Direct Service Agreement, a copy of which is attached as Exhibit A,

NOW, THEREFORE, be it

RESOLVED, the Town Board hereby approves the Direct Service Agreement with the Erie County Water Authority, and be it further

RESOLVED, the Town authorizes and approves the conveyance of the property and facilities of CWA to the Erie County Water Authority, and be it further

RESOLVED, that the Town Supervisor is authorized to execute the Direct Service Agreement, and be it further

RESOLVED, that the Town Clerk is directed to forward a copy of the signed Agreement to the Erie County Water Authority.

Duly adopted this _____ day of _____, 2019.

**TOWN OF AURORA
DIRECT SERVICE AGREEMENT**

AGREEMENT made this ____ day of _____, 2019, by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

a public benefit corporation hereinafter referred to as the “Authority”, and

TOWN OF AURORA
300 Gleed Avenue
East Aurora, New York 14052

a municipal corporation hereinafter referred to as the “Town”.

WHEREAS, the Town has constructed water facilities in water districts formerly known as Water Districts 1N, 1S, 1-E1, 6, 6-E1, 6-E2, 7, 8, 9, 10, 10-E1, 10-E2, 10-E4,10-E5, 11, 12,14, 16, 16-E1,17,18, 235 and Water Improvement Areas (WIA) 5 and 7 within the Town of Aurora; and

WHEREAS, the Authority has been supplying water services to Water Districts 6, 6-E1, 6-E2, 8, 9, 10, 10-E1, 10-E2, 10-E4, 10-E5, 16, 16-E1, and 18, and WIA 5 pursuant to a Lease Management Agreement, dated December 19, 1995, and amended on May 28, 1998 and April 21, 2005; and

WHEREAS, the Authority has been supplying water to Water Districts 1S, 7, and 11, and WIA 7 pursuant to a Bulk Sales Agreement, dated January 9, 2014; and

WHEREAS, the Town of Elma (“Elma”) has agreed to supply water to Water Districts 1N, 1-E1, 12, 14, and 235 pursuant to a Bulk Sales Agreement, dated July 1, 1995, until such time as water services are provided by the Authority; and

WHEREAS, Elma has agreed to supply water service to Water District 17 pursuant to a Lease Management Agreement, dated November 25, 2002, until the Town terminates said agreement by providing Elma with written notice of a direct service agreement with the Authority to supply water services to Water District 17; and

WHEREAS, pursuant to Article 17-A of the General Municipal Law and other applicable provisions of state law, the Town has consolidated its water districts into a single district known as Consolidated Water District No. 1 (“CWD”); and

WHEREAS, the Town has determined it would be in the best interests of its residents and businesses to convey the property and facilities of CWD to the Authority and that the Authority provides direct service to these water customers; and

WHEREAS, pursuant to Public Authorities Law § 1054 and other applicable provisions of state law, the Authority is authorized to acquire the property and facilities of a town water supply and distribution system; and

WHEREAS, the Authority and the Town have approved, and authorized the execution of the Memoranda of Understanding, on or after September 18, 2014, December 29, 2015, and January 14, 2019, in contemplation of the sale and conveyance of the Town water system (“System”) to the Authority; and

WHEREAS, pursuant to Town Law § 198(12)(b), the residents of the CDW approved, at a mandatory referendum held on April 30, 2019, the conveyance of the System to the Authority in consideration for direct water service being provided by the Authority;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree as follows:

Section 1: Capital Improvements

1.1 Subject to the provisions of any valid lease management agreement or bulk sales agreement, the Town will continue to own and maintain the property and facilities of the CWD until such property and facilities are conveyed to, and accepted by, the Authority.

1.2 The Town will confirm in writing to the Authority the following specific capital improvements have been made to the water supply and distribution system (the “System”).

1.2.1 **West Falls Road:** Replacement of three thousand (3000) linear feet of eight-inch (8”) water main from Bridge Street to 523 West Falls Road.

1.2.2 **Ellis Drive:** Replacement of the hydro-pneumatic pump station on Ellis Drive, as well as completing any restoration needed at the site.

1.2.3 **Canterbury Lane:** Replacement of eight hundred (800) linear feet of eight-inch (8”) water main as recommended in the report, dated June 23, 2015, from Conestoga-Rovers & Associates.

1.2.4 **Hamlin Avenue:** Replacement of four hundred (400) linear feet of eight-inch (8”) water main as recommended in report, dated June 23, 2015, from Conestoga-Rovers & Associates.

1.2.5 **Lawrence Avenue & Pomander Square:** Replacement of three thousand two hundred (3200) linear feet of eight-inch (8”) water main as recommended in report, dated June 23, 2015, from Conestoga-Rovers & Associates.

1.2.6 **Emery Tank:** Modifications to ladders and handrails as outlined in the report, dated October 15, 2014, from O’Brien & Gere Engineers Inc. The Authority has agreed to make these modifications. Pursuant to the Cooperative Agreement, dated June 22, 2017, the Authority has agreed to make these modifications and the Town has agreed to reimburse the Authority for these modifications.

1.2.7 **Townline Tank:** Modifications to ladders and handrails as outlined in the report, dated October 15, 2014, from O'Brien & Gere Engineers Inc. Pursuant to the Cooperative Agreement, dated June 22, 2017, the Authority has agreed to make these modifications and the Town has agreed to reimburse the Authority for these modifications.

1.2.8 **New Radio Read Meters:**

1.2.8.1 All residential meters must be replaced with radio reading capability that are compatible with the Authority's system.

1.2.8.2 All commercial and industrial meters must be tested and if found at low, medium and high flow to be reading less than 98.5% efficient, must then be replaced or repaired. All commercial meters must also be equipped with radio reads compatible with the Authority's system. If such meters are not capable of being equipped with reads, such meters must be replaced.

1.2.8.3 The Town will confirm in writing the following radio read meters have been installed:

- 1.2.8.3.1 Five (5) radio read meters in the water district formerly identified as Water District 16.
- 1.2.8.3.2 Ten (10) radio read meters in the water district formerly identified as Water District 10-E1.
- 1.2.8.3.3 Eleven (11) radio read meters in the water district formerly identified as Water District 7.
- 1.2.8.3.4 Seventy-six (76) radio read meters in the water district formerly identified as Water District 1-S.
- 1.2.8.3.5 Thirty (30) radio read meters in the water district formerly identified as Water District 11.
- 1.2.8.3.6 Five (5) radio read meters in the water district formerly identified as Water District 6.
- 1.2.8.3.7 Seventy-eight (78) radio read meters in the water district formerly identified as WIA 7.

1.2.8.4 The Town agrees to reimburse the Authority for the installation of radio read meters in Water District 17, subject to the termination of the lease management agreement with Elma. This provision survives the transfer of the property and facilities from the Town to the Authority at closing.

1.2.8.5 Documentation of consumption for all meters must be supplied to the Authority along with service and maintenance records and numbers of remote ARB meters presently in the System.

1.2.9 Replace any waterline that is known to be less than six inches (6") in diameter.

1.2.10 Replacement of all lead water mains within the System.

1.2.11 Replacement of all hydrants and line valves not meeting the Authority standard specifications.

1.2.12 Repair leaks of all existing water mains detected by the independent contractor retained by the Town pursuant to the terms of the Memorandum of Understanding, dated September 14, 2014, Appendix B.

1.2.12.1 Provide the Authority with a copy of the leak survey performed by the independent contractor of all existing water mains together with a history of water line breaks. The history of water line breaks including services shall be attached to this Agreement as Table "A" and on the form provided to the Town pursuant to the Memorandum of Understanding, dated September 18, 2014.

1.2.12.2 Provide documentation to the Authority showing all detected leaks have been repaired.

1.3 Once the Town has confirmed in writing it has completed the capital improvements set forth in paragraph 1.2, the Authority has 30 days from receipt of the Town's written confirmation to submit to the Town Clerk its written objections disputing the completion of any capital improvements.

1.3.1 If the Authority fails to timely file its objections with the Town Clerk, all capital improvements will be deemed completed.

1.3.2 If the Authority timely files any written objections, then the Town's engineer must provide sufficient proof to the Authority's engineer to show the work has been completed. If no such proof exists, then the Town agrees to reimburse the Authority for completing the work.

Section 2: System Inventory

2.1 The Town shall provide the following complete and comprehensive inventory of the System, including an inventory for the bulk service areas:

2.1.1 Total miles and the historical cost or net book value of pipe by size and the average age of the total inventory. The inventory should contain not only the size but also the type of pipe (i.e. lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC). The inventory should also list which pipe are within the public right-of-way or within an area for which Town has an easement. Pipe information shall be attached to this Agreement in Tables B, C and D and on the forms provided to the Town pursuant to the Memorandum of Understanding, dated September 18, 2014.

2.1.2 Total number of hydrants and the historical cost or net book value and the average age of the total inventory.

2.1.3 Total number of large valves (i.e. 4" or larger) and the historical cost or net book value and average age of the total inventory. In lieu of the average age of the various inventories, the average remaining useful life at the time it was recorded is sufficient. Such information shall be attached to this Agreement in Table E and on the form provided to the Town pursuant to the Memorandum of Understanding, dated September 18, 2014.

2.1.4 Total number of cross-connection control devices by type and date initially installed. Such information shall be attached to this Agreement in Table F and on the form provided to the Town pursuant to the Memorandum of Understanding, dated September 18, 2014.

2.1.5 The material composition (i.e. lead, cast iron, galvanized steel, asbestos cement, ductile iron or plastic PVC) of each water service connection, as that phrase is defined in paragraph 1.19 of the Authority's Tariff, listed by address and by customer.

2.2 The Town shall provide to the Authority all available documentation possessed by the Town reflecting investment, work, maintenance, capital improvement, and other information associated with the System.

2.3 The Town will provide the Authority with a legal description and map with metes and bounds of the System along with the record drawings of all existing and new mains and appurtenances, service connection details, filed books and any other information pertinent to the System.

2.4 Pursuant to a Memorandum of Understanding, dated May 16, 2005, the Village of East Aurora conditionally transferred to the Town the ownership, operation and maintenance of approximately 1,900 feet of waterlines along Center Street from the meter located at or near 475 Center Street to Center Street Tank located opposite West Gate Drive. The Town will transfer these waterlines to the Authority, upon the same conditions these waterlines were given to the Town by the Village. The Village will continue to own and maintain the Center Street Tank.

Section 3: Agreements with the Town of Elma

3.1 The Town will undertake such steps as are necessary to properly and timely terminate the Bulk Sales Agreement, dated July 1, 1995 and any amendments thereto, with Elma, which supplies water to Water Districts 1N, 1-E1, 12, 14, and 235. Paragraph 5 of said Bulk Sales Agreement sets forth the provision for the automatic termination of services.

3.2 The Town will undertake such steps as are necessary to properly and timely terminate the Lease Management Agreement, dated November 25, 2002, with Elma for supplying water services to Water District 17. Paragraph 5 of said Leased Management Agreement sets forth the provision to terminate services "in the event that the Erie County Water Authority agrees to provide direct service of water to" the water district.

Section 4: Customer Service and Accounts

4.1 The Authority will not service mains on private property. Such mains must either be isolated and master metered, or abandoned in favor of mains in the right-of-way.

4.1.1 The Town shall provide the Authority with any resolution and/or easement authorizing the Town to construct, repair, maintain or own any water mains, valves, hydrants, or appurtenances to service residences of a private road. If the Town owns any water mains, valves, hydrants, or appurtenances located on private property, the Town must agree to repair and maintain such water mains, valves, hydrants, or appurtenances.

4.2 The Town will provide the Authority a copy of the billing records (i.e. list of all customers and consumption) for those areas not currently being serviced by the Authority pursuant to the Lease Management Agreement, dated December 19, 1995, and amended on May 28, 1998 and April 21, 2005. These billing records include all customers in the water district formerly known as 1N, 1-E1, 1S, 7, 11, 12, 14, 17, 235, and WIA 7.

4.3 Town residents located along the south side of South Street, and immediately north of the meter on Center Street shall remain customers of the Village of East Aurora as outlined in the Memorandum of Understanding between the Town and the Village of East Aurora, executed on May 16, 2005.

4.4 If the Town has provided unmetered water services for fire protection or other purposes, it will provide the Authority with customer records relating to these unmetered services.

4.5 The Authority's Tariff requires meter tile sets if building fronts are more than 150 feet from the property's right-of-way line. The Town will agree to pay the costs of all tile sets deemed necessary by the Authority for customers residing in the water district formerly known as 1N, 1-E1, 1S, 7, 11, 12, 14, 17, 235, and WIA 7.

4.6 Customers who are 30 days or more delinquent in paying water charges are subject to interest and penalties as prescribed by the Authority's Tariff. Upon notification by the Authority, the Town agrees to collect all water charges, interest and penalties on these delinquent accounts pursuant to Town Law § 198 (3)(d) and will remit such water charges, interest and penalties to the Authority once collected.

Section 5: Water Quality

5.1 The Town will provide the Authority with the results of any lead and copper testing, along with the address and other contact information relating to the residences participating in such sample testing.

5.2 The Town will provide the Authority with the information relating to asbestos monitoring required by the New York State Health Department Rules Part V.

5.3 The Town will provide the Authority with all microbiological monitoring results required by the New York State Department of Health including information on coliform violations, if any.

5.4 The Town must disclose to the Authority any outstanding issues relating to the System with the New York State Department of Conservation, the New York State Department of Health, the U.S. Environmental Protection Agency, Occupational Safety and Health Administration, and any other federal, state or local regulatory agency.

Section 6: Transfer of the System's Property and Facilities

6.1 The Town shall provide the Authority, in a form acceptable to the Authority's Legal Division, with a written opinion from its bond counsel and its town attorney confirming the property and facilities of the CWD may be transferred free and clear of any liens, claims, or other encumbrances. A copy of the written opinion shall be attached and made a part of this Agreement as Exhibit "A."

6.2 Once the Town has performed the obligations set forth in Sections 1 through 5 of this Agreement, the Town will transfer and convey to the Authority the System's assets, equipment, inventory, water mains, hydrants, valves, appurtenances and infrastructure in exchange for direct service by the Authority to the CWD water customers. The conveyance shall include the Bill of Sale, transferring all rights, titles, and interests of the System. The conveyance shall include the following:

6.2.1 A Bill of Sale to the Authority for water mains, hydrants, tanks, pumping stations and appurtenances. The Bill of Sale must include a complete "schedule of inventory" attached to the Bill of Sale on the form provided by the Authority. A copy of the Bill of Sale is attached and made a part of this Agreement as Exhibit "B."

6.2.2 Deeds conveying the pumping stations and water tanks, including the land upon which the pumping stations and tanks are situated, to the Authority.

6.2.3 A legal description and map with metes and bounds of the System along with the record drawings of all existing and new mains and appurtenances, service connection details, filed books and any other information pertinent to the System. A copy of the legal description and map shall be attached and made a part of this Agreement as Exhibit "C."

6.3 The Town will convey to the Authority all permanent and/or temporary easements relating to the System.

6.4 Unless the parties otherwise agree, the transfer of the System shall be completed by July 1, 2019.

Section 7: Title

7.1 Title to property of the System, referenced in Exhibit B and identified in paragraphs 6.2.1 and 6.2.2, shall be vested solely in the Authority. The Town represents that at the time of transfer of the System, it can be transferred free and clear of all liens, encumbrances

and claims, and that the existence of outstanding Town indebtedness heretofore for water system improvements is not a legal impediment to the transfer of part of the System to the Authority.

Section 8: The Authority's Obligation

8.1 Upon conveyance of the System, the Authority shall provide water services to the residents of the CWD pursuant to the terms of the Authority's Tariff, and shall maintain, repair and improve the System as needed.

8.2 The Town has entered into service agreements with three residences outside of the CWD district. Those agreements have been recorded in the Erie County Clerk's office on August 21, 1997 and the terms, conditions and covenants set forth in those agreements run with the land. Upon the conveyance of the System, the Authority agrees to continue water service to three residences outside of the CWD district, currently receiving water services pursuant to the current Lease Management Agreement between the Town and the Authority. Those residential premises are identified as follows;

8.2.1 655 Quaker Road, Town of Aurora (Liber 10920, Page 2683)

8.2.2 305 Grover Road, Town of Aurora (Liber 10920, Page 2677)

8.2.3 777 Grover Road, Town of Aurora (Liber 10920, Page 2668)

8.3 The Authority shall not enter into any agreement to sell, lease or transfer the System or any part thereof, to any other person or entity other than a state or local governmental unit.

Section 9: Tariff

9.1 This Agreement is subject to all provisions, rules and regulations of the Authority's Tariff, as adopted or amended in the future.

Section 10: Closing Documents

10.1 The following documents will be prepared and executed at the time of the closing on or about July 1, 2019:

10.1.1 Assignment of Permanent Easements

10.1.1.1 The Town has identified 35 recorded easements and 34 non-recorded easements to be assigned to the Authority.

10.1.1.2 The Town will prepare a TP-584.2 to record and assign each of these easements.

10.1.2 Warranty Deeds

10.1.2.1 The Town will prepare the warranty deeds conveying the following real properties to the Authority:

10.1.2.1.1 Emery Tank with pump located at 1797 Center Street, Aurora

10.1.2.1.2 Townline Tank with pump located at 7004 Center Street, Colden

10.1.2.1.3 Griffin-Mills Pump Station located at 1556 Mill Road, Aurora

10.1.2.1.4 Ellis Pump Station located at off Ellis Drove, Aurora.

10.1.3 Bill of Sale

10.1.3.1 The Town will provide the Authority with an itemized Bill of Sale conveying the remaining properties and facilities of the System.

10.1.4 Opinion Letters

10.1.4.1 The Town will provide the Authority a written opinion from its bond counsel and its town attorney confirming the property and facilities of the CWD may be transferred free and clear of any liens, claims, or other encumbrances.

Section 11: Defaults

11.1 In the event the Town defaults under any circumstances and fails to convey the System, the Town shall reimburse the Authority for all expenses incurred and appropriations approved by the Authority necessitated by this Agreement to properly serve the System or its customers.

Section 12: Insurance, Maintenance & Security

12.1 The Authority and the Town agree to obtain and continue to keep in full force and effect their respective General Liability Insurance, Public Liability Insurance and Workers' Compensation Insurance relative to all phases of performance of the various provisions of the terms to be performed pursuant to this Agreement. Each party shall name the other party as an additional insured on a non-contributory basis and shall provide each other with current certificates of insurance.

Section 13: Arbitration

13.1 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 the arbitrators shall not be 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.

Section 14: Indemnification

14.1 The Town covenants and agrees to indemnify and keep indemnified, defend and save harmless the Authority against claims for any loss, injury, death and/or damage for any claim for compensation for which the Town may or shall be liable for reason of its performance in compliance with the terms of this Agreement. The Town shall indemnify, defend and hold harmless the Authority against all claims, loss and damage arising from the inaccuracy of any representations made pursuant to this Agreement.

14.2 The Authority covenants and agrees to indemnify and keep indemnified, defend and save harmless the Town against claims for any loss, injury, death and/or damage for any claim for compensation for which the Authority may or shall be liable for reason of its performance or failure to perform in compliance with the terms of this Agreement, as determined by a court of competent jurisdiction or by stipulation of liability.

Section 15: Authority for Execution on the Town's Behalf

15.1 The Town has executed this Agreement pursuant to a resolution adopted by the Town Board at a meeting thereof held on the 10th day of June, 2019. Supervisor James J. Bach, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

Section 16: Authority for Execution on the Authority's Behalf

16.1 The Chair has executed this Agreement pursuant to a resolution adopted by the Board of Commissioners at a meeting thereof held on the 13th day of June, 2019. Chair Jerome D. Schad, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Authority. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Authority.

Section 17: Notices

17.1 Notices hereunder shall be addressed as follows, or to such other address as may hereafter be designated by either party hereto and sent certified mail, return receipt requested:

**TO: TOWN CLERK
TOWN OF AURORA
300 Gleed Avenue
East Aurora, New York 14052**

and

**TO: LEGAL DEPARTMENT
ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203**

Section 18: Waiver

18.1 No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such 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 of such or any other breach unless the waiver shall include the same.

Section 19: Modification

19.1 This Agreement constitutes the entire understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by the parties.

Section 20: Applicable Law

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

Section 21: Severability

21.1 If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereafter.

Section 22: Survival

22.1 All applicable provisions of this Agreement shall remain in full force and effect after the conveyance of the System from the Town to the Authority.

Section 23: Counterparts

23.1 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Each party will execute two duplicate original Agreements with one duplicate original to be exchanged with the other party.

IN WITNESS WHEREOF, the Town of Aurora has caused its corporate seal to be affixed hereto and to be signed by James J. Bach, its Supervisor, duly authorized to do so, and to be attested to by the Town Clerk, and the Authority has caused its corporate seal to be affixed hereto and to be signed by Jerome D. Schad, its Chair, the day and year first above written.

TOWN OF AURORA

ERIE COUNTY WATER AUTHORITY

By: _____
James J. Bach, Supervisor

By: _____
Jerome D. Schad, Chair

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ___ day of _____, in the year 201_, before me personally came James J. Bach, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Aurora, New York, that he is the Supervisor of the Town of Aurora described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Aurora pursuant to a duly enacted resolution.

Notary Public

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ___ day of _____, in the year 201_, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

5C-1

RESOLUTION TO TERMINATE WATER AGREEMENT WITH TOWN OF ELMA

WHEREAS, the Town of Aurora has approved an Agreement whereby the Erie County Water Authority will assume full responsibility for management of its water systems in accordance with the terms of a Direct Service Agreement, and

WHEREAS, by Agreement dated July 1, 1995 the Town of Aurora and Town of Elma entered into an agreement whereby the Town of Elma on behalf of Elma Water District Number 1 agreed to sell water to the Town of Aurora for Water Districts 12, 14, 235 and a portion of Water District Number 1, and

WHEREAS, paragraph 5 of the Agreement dated July 1, 1995 between the Town of Aurora and Town of Elma provides for the following:

“It is mutually agreed that notwithstanding any other provision of this agreement, said agreement shall automatically terminate when water service is provided to Water District Number 1, 2, 14 and 235 in the Town of Aurora by the Erie County Water Authority.”, and

WHEREAS, the Town of Aurora is entering into a Direct Service Agreement effective July 1, 2019 whereby the water service will be provided by the Erie County Water Authority.

NOW, THEREFORE, be it

RESOLVED, the Town does hereby give notice to the Town of Elma that effective July 1, 2019, the aforesaid Agreement dated July 1, 1995 is hereby terminated in accordance with the terms of such agreement, and be it further

RESOLVED, that the Supervisor is authorized to provide proper notice to the Town of Elma terminating said agreement, and be it further

RESOLVED, that a certified copy of this Resolution shall be submitted to the Erie County Water Authority together with a copy of the letter submitted to the Town of Elma terminating the referenced agreement.

Duly adopted this _____ day of _____, 2019.

To Clerk

AGREEMENT

AGREEMENT, made this 1st day of July, 1995, between the Town Board of the Town of Elma, on behalf of Special Improvement District known as Water District No. 1 of the Town of Elma, herein called "Elma", and the Town Board of the Town of Aurora, on behalf of Special Improvement Districts Nos. 1, 12, 14 and 235 of the Town of Aurora as they currently exist, herein called "Aurora".

WHEREAS, Aurora operates Special Improvement Districts within the Town of Aurora, known as Water Districts Nos. 1, 12, 14 and 235 of the Town of Aurora, and

WHEREAS, Aurora desires to acquire a source of water, to service and provide water for the inhabitants of said Water District Nos. 12, 14 and 235 and a portion of said Water District No. 1, and

WHEREAS, Elma operates a Special Improvement District known as Water District No. 1, which is located within the Town of Elma and is contiguous to the above mentioned Aurora Districts Nos. 1, 12, 14 and 235 in the Town of Aurora, and

WHEREAS, qualified engineers familiar with the capacity of Water District No. 1 in the Town of Elma have indicated that said District has a sufficient quantity of water to provide for both Elma Water District No. 1 and for Aurora District Nos. 12, 14 and 235 and a portion of Water District No. 1, and still maintain proper and adequate pressures for domestic and fire purposes in all said water districts and to maintain the present ratings from the Fire Insurance Rating Organization for said Water District No. 1 of the Town of Elma for a considerable period of time in the future, and

WHEREAS, the parties hereto are desirous of entering into a contract for the sale and purchase of water;

NOW, THEREFORE, BE IT AGREED:

1. The Town of Elma, on behalf of Elma Water District No. 1, agrees to sell

water to Aurora, on behalf of Aurora Water Districts Nos. 12, 14, 235 and a portion of Water District No. 1, and the Town of Aurora, on behalf of Water Districts Nos. 12, 14, 235 and a portion of Water District No. 1, agrees to purchase water from Elma, on behalf of Elma Water District No. 1, on the terms and conditions specified herein from July 1, 1995.

2. The parties hereto mutually agree on the following terms and conditions:

(a) The expense of purchasing and installing meters and connections to transmit water from Water District No. 1 in Elma to the various water districts in Aurora and of installing meters to meter the same shall be borne exclusively by Aurora.

(b) Aurora shall pay for any water received in accordance with the terms of this contract within ten (10) days after Invoice for the same is rendered to Aurora by Elma.

(c) The meters, connecting lines and mains beyond said master meters shall be exclusively maintained by Aurora at its own cost.

(d) In the event repairs are necessary in any water main within the Town of Aurora, immediate notification of the same shall be given to the Water Superintendent of the Town of Elma, who shall make and/ or supervise said repairs, if he so elects, with the cost thereof to be paid by Aurora. If the Water Superintendent of the Town of Elma shall not so elect, he shall forthwith notify Aurora, which shall provide its own repair service, at its own cost.

(e) The billing for water sold to individual users within the Town of Aurora shall be the sole responsibility of Aurora, as shall collection of payment thereof.

(f) In the event the Water Superintendent of Elma shall determine that water pressures for Elma are inadequate for any cause or reason, and in his absolute discretion, he shall reduce the supply of water available to Aurora in an amount and for such period of time to be determined by him in his sole discretion. Immediate notice of such determination and reduction shall be given to Aurora.

(g) Aurora agrees that at no time during the period of this Agreement shall there be any mechanical connection between any main in the districts located in the Town of Aurora and the water supply of the Village of East Aurora.

3. Aurora shall pay to Elma a sum based upon the approved water rates and formulas that is adopted by the Town Board of the Town of Elma/^{for Elma water users} and those rates and formulas shall become effective upon the Town of Aurora at the same time as they become effective for the Town of Elma residents, or water users. W9

4. The term of this contract shall be for two (2) years, and shall automatically be renewed for successive one (1) year terms, unless either party hereto shall, at least ninety (90) days prior to expiration of any such term, give notice in writing of its election not to renew.

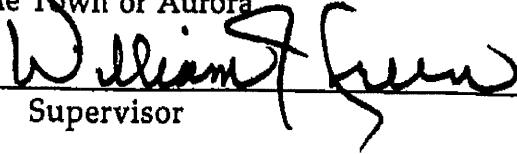
5. It is mutually agreed that notwithstanding any other provision of this Agreement, said Agreement shall automatically terminate when water service is provided to Water Districts Nos. 1, 12, 14, and 235 in the Town of Aurora by the Erie County Water Authority.

6. It is understood and agreed by the parties that any extension of the Town of Aurora Water District Nos. 1, 12, 14 and 235 will require the prior approval of the Town Board of the Town of Elma for so long as this contract is in effect and water is being supplied to any of the said Aurora Districts by Elma.

7. In the event the approval or consent of any federal, state or local agency or department, including the Erie County Water Authority, is required for the effectiveness of this contract, then this contract shall not become effective until such approval or consent is procured. It shall be the obligation of Aurora to procure such approval or consent, except that Elma shall fully co-operate in procuring such approval or consent. It is further understood and agreed that this agreement requires the approvals of the Town Boards of the Towns of Elma and Aurora.

TOWN OF AURORA
Water District Nos. 1, 12, 14 and 235
of the Town of Aurora

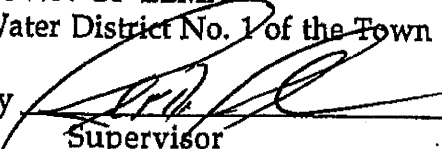
By



Supervisor

TOWN OF ELMA
Water District No. 1 of the Town of Elma

By



Supervisor

RESOLUTION TO TERMINATE WATER AGREEMENT WITH TOWN OF E

WHEREAS, the Town of Aurora has approved an Agreement whereby the Erie County Water Authority will assume full responsibility for management of its water systems in accordance with the terms of a Direct Service Agreement, and

WHEREAS, by Agreement dated November 25, 2002 the Town of Aurora and Town of Elma entered into an agreement whereby the Town of Elma agreed to lease manage Aurora Water District Number 17, and

WHEREAS, paragraph 5 of the Agreement dated November 25, 2002 between the Town of Aurora and Town of Elma provides for the following:

“Notwithstanding the above set term, this contract may be terminated by the District upon written notice to the Town by the District of its intent to terminate in the event that the Erie County Water Authority agrees to provide direct service of water to, and lease management of, the District.”, and

WHEREAS, the Town of Aurora is entering into a Direct Service Agreement effective July 1, 2019 whereby the water service will be provided by the Erie County Water Authority.

NOW, THEREFORE, be it

RESOLVED, the Town does hereby give notice to the Town of Elma that effective July 1, 2019, the aforesaid Agreement dated November 25, 2002 is hereby terminated in accordance with the terms of such agreement, and be it further

RESOLVED, that the Supervisor is authorized to provide proper notice to the Town of Elma terminating said agreement, and be it further

RESOLVED, that a certified copy of this Resolution shall be submitted to the Erie County Water Authority together with a copy of the letter submitted to the Town of Elma terminating the referenced agreement.

Duly adopted this _____ day of _____, 2019.

Water #17

AGREEMENT

Made the 25th day of November 2002, by and between the Town of Elma, on behalf of Water District No. 1, of the Town of Elma, a municipal corporation existing under the Laws of the State of New York, with offices at 1910 Bowen Road, Elma, New York, 14059, herein called Town, and the Town of Aurora, on behalf of a Water District proposed to be and in the process of being formed in the Town of Aurora, also a municipal corporation existing under the laws of the State of New York, with offices at Five South Grove Street, East aurora, New York 14052, here in called the District, now

WITNESSETH

- A. The District is in the process of being formed by the Town Board of Aurora, in accordance with and under the Laws of the State of New York.
- B. The Town has already created Water District No. 1 of the Town of Elma, covering the entire area of the Town of Elma with water service and distribution, and purchasing its entire water supply from the Erie County Water Authority.
- C. In the event said District is lawfully created, it is desirous of purchasing its water supply from the Town.
- D. The Town is willing to provide said water supply to the District.

NOW, THEREFORE, BE IT AGREED

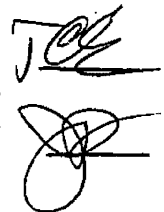
1. The Town agrees to sell water to the District, upon the terms and conditions specified hereinafter.
2. The District agrees to purchase from the Town such water as it may require, upon the terms and conditions specified hereinafter.
3. The parties hereto mutually agree on the following terms and conditions:
 - (a) All individual service accounts shall make written application for water service with the Town of Elma Water District # 1 and shall adhere to its water ordinance Chapter 140 including the Local Cross Connection Control Ordinance.
 - (b) The expense of purchasing and installing the distribution facilities for the District, including meters for individual users, shall be borne exclusively by the District, which hereby agrees to install said facilities, including individual meters. The Town may provide such meters, on the same terms as are given users in Elma.
 - (c) The Town shall provide meter reading and billing services to the individual users within the District, in the same manner as such services are provided to users within Water District No. 1 of the Town of Elma.
 - (d) The cost of connecting the water distribution facilities of the District with the water supply facilities of the town shall be borne by the District.
 - (e) Maintaining and repairing said distribution facilities in the District shall be the obligation of the Town. The District shall pay to the Town the cost thereof up to the curb box. The cost of maintaining the line or main connecting the District

facilities with the Town supply facilities, together with the cost of maintaining and repairing the distributing facility as above noted, shall be: *

- (f) The cost of repairs and maintenance of distribution facilities from the curb box or road right of way to the individual user's facilities shall be borne by individual users.
 - (g) Meters shall be repaired, maintained and if necessary, replaced by the Town, and individual users shall pay to the Town the same meter deposit as is paid by users in the Town of Elma.
 - (h) Users within the District shall be billed quarterly, at the same quarterly rates as paid by users within the Town, plus an additional charge of 15%, and shall receive the same discount and pay the same late charges as users in the Town of Elma.
 - (i) Users within the district shall be billed for, and be subject to, all applicable fees paid by users in the Town of Elma.
 - (j) Water charges shall be a charge against the property served, and the Town Board of Aurora shall, at the request of the Elma Water Superintendent, report any unpaid charges existing on November 1st of each year to the County Legislature, for inclusion on the next succeeding County tax bill, in accordance with Section 198, Subdivision 3 © of the Town Law.
 - (k) In the event of the Elma Water Superintendent shall determine that water pressures for any cause or reason are inadequate for use in the Town of Elma, he shall reduce the supply of water available to the District, on a temporary basis, in an amount to be determined by him in his sole discretion. He shall give immediate notice of such reduction to the District.
 - (l) Construction plans and specifications shall be approved by the Elma Water Superintendent.
4. The term, except as set forth below, of this contract shall be for ten (10) years, commencing when delivery of water first begins, and it shall be renewed automatically for successive one (1) year terms, unless either party hereto shall at least sixty (60) days prior to expiration of any such term give notice in writing of its election not to renew, in which event this contract shall terminate at the expiration of such term.
5. Notwithstanding the above set term, this contract may be terminated by the District upon written notice to the Town by the District of its intent to terminate in the event that the Erie County Water Authority agrees to provide direct service of water to, and lease management of, the District.
6. In the event the Erie County Water Authority does not make available to the Town sufficient water for the Town to provide water as required herein, the Town may reduce the supply provided accordingly, or may at its option terminate this agreement.
7. In the event the approval or consent of any federal, state, or local agency or department, including the Erie County Water Authority, is required for the

3(e)

Insert at * - the responsibility of Elma Water District No. 1 to the extent that such costs were the result of ordinary wear and tear. All other costs shall be paid by the District, within 10 days after receiving an invoice therefore from the Town.



effectiveness of this contract, then this contract shall not become effective until such approval or consent is procured. It shall be the obligation of the District to procure such approval or consent, except that the Town shall fully co-operate in procuring such approval or consent.

8. This Agreement is likewise conditioned upon said proposed Water District being legally created under the Statutes of the State of New York. In the event said District is not so created within one year from the date hereof, this agreement shall terminate, and all obligations hereunder shall be void.
9. Each user, applying for water service to the District or Town, accepts the terms of this contract in so applying, and shall be bound thereby as if a party to this Agreement.

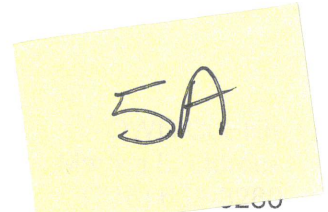
TOWN OF ELMA on behalf of
WATER DISTRICT NO. 1 of the
TOWN OF ELMA

By John E. Andick
Town Supervisor

TOWN OF AURORA, on behalf of
A proposed WATER DISTRICT

By Thomas E. Carter
Town Supervisor

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



townclerk@townofaurora.com

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

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: May 29, 2019
Re: Final Payment – Ingalls Site Development

According to Bryan Smith and Councilman Snyder the parking lot/fence/retaining wall project at 575 Oakwood has been completed. Please consider paying Ingalls Site Development, Inc. the retainage payment due to them in the amount of \$8,732.75.

TO (OWNER): TOWN OF AURORA
 300 GLEED AVENUE
 EAST AURORA, NY 14052

PROJECT: AURORA MUNICIPAL CENTER
 575 OAKWOOD AVENUE
 EAST AURORA, NY 14052

APPLICATION NO: 8
 PERIOD TO: 5/10/2019

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): INGALLS SITE DEVELOPMENT, INC.
 297 MEYER ROAD
 WEST SENECA, NY 14224

VIA (ARCHITECT): FONTANESE FOLTS AUBRECHT
 ERNST ARCHITECTS PC
 6395 W QUAKER STREET
 ORCHARD PARK, NY 14127

CONTRACT FOR: PARKING LOT/RETAINING WALL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 173,000.00
 2. Net Change by Change Orders \$ 1,655.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 174,655.00
 4. TOTAL COMPLETED AND STORED TO DATE \$ 174,655.00

5. RETAINAGE:
 a. 0.00 % of Completed Work \$ 0.00
 b. 0.00 % of Stored Material \$ 0.00
 Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 174,655.00
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 165,922.25
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 8,732.75

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	1,655.00	0.00
Total approved this Month	0.00	0.00
TOTALS	1,655.00	0.00
NET CHANGES by Change Order	1,655.00	

AIA Type Document
 Application and Certification for Payment

AT 50-16 Aurora
 Pymt 3/ Final
 575 Oakwood Parkens Lot / Excavation
 Retaining Release
 Post

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: INGALLS SITE DEVELOPMENT, INC.
 297 MEYER ROAD WEST SENECA, NY 14224

By: JAMES T. INGALLS Date: 5/10/19
 JAMES T. INGALLS / PRESIDENT
 State of: NY
 County of: ERIE
 Subscribed and Sworn to before me this 10 Day of May 2019

Notary Public: Kristin A. Wagonblott
 My Commission Expires: 3-10-2022
 KRISTIN A. WAGONBLOTT
 Notary Public, State of New York
 Qualified in Erie County
 No. 01WAC282922

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

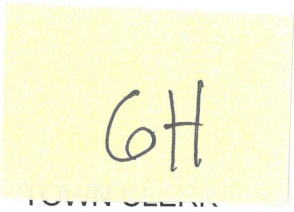
AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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



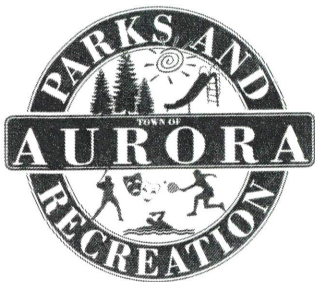
TOWN CLERK
MARTHA L. LIBROCK
(716) 652-3280
townclerk@townofaurora.com

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

MEMO

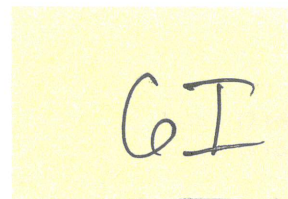
TO: Town Board
FROM: Kathleen Moffat
RE: Use of Debt Reserve Funds
DATE: 06/10/19

I respectfully request approval to use Debt Reserve funds to make the \$165,000 principal payment and \$12,925 interest payment to the Depository Trust Company for the Gleed Avenue Renovation bond. The payment is due 6/15/19.



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

300 Glead Avenue
East Aurora, New York 14052



652-8866
652-5646

recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 6/5/19
Re: Additional Guards

Approval is requested to hire Madeline Wasner as presented. Her rate of pay is based on the 2019 pay rate chart approved in 2018. Her start date would be 6/14/19.

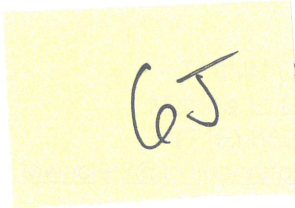
Recreation Attendant PT Season!

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

2019 PERSONNEL RECOMMENDATIONS - DAYCAMP/SPORTS/SPECIAL PROGRAMS

<u>RECREATION ATTENDANTS</u>	<u>ADDRESS</u>	<u>TITLE</u>	<u># Years</u>	<u>2018</u>	<u>2019</u>
Madeline Wasner	617 Crescent Ave. EA	Track assist	1 st	New	\$11.10

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



CLERK
ibrock
-3280
a.com

TOWN OF AURORA

Southside Municipal Center

300 Gleed Avenue, East Aurora, NY 14052

www.townofaurora.com

June 5, 2019

To: Town Board
Re: Request to Hire Seasonal Labor

Please approve hiring Paul Spahn, residing at 761 Quaker Rd in East Aurora and Austin Sitarek, residing at 762 Quaker Rd in East Aurora as part time seasonal laborers. Their rate of pay will be \$12 an hour and they will start on or after June 24, 2019.

Thank you,

Elizabeth Deveso
Town of Aurora Highway Secretary

Laborer PT Seasonal

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



MA

CK

(716) 652-3280

townclerk@townofaurora.com

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

MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Budget Amendment: Recreation
DATE: 06/10/19

The recreation Department received a refund check for items purchased and returned in 2018. I respectfully request approval to amend the budget to properly record the transaction. The amendment is as follows:

- Increase revenue line A 2701 Refund of Prior Year Expenditures by \$613.87
- Increase expenditure line A 7620.400.2 Adult Baseball Supplies by \$613.87

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	Town of Aurora 300 Gleed Avenue East Aurora NY 14052	JOB NUMBER:	19-2502	APPLICATION:	1	Distribution to:	
				PERIOD TO:	05/31/2019	OWNER	<input type="checkbox"/>
FROM CONTRACTOR:	Telco Construction, Inc. 500 Buffalo Road East Aurora NY 14052 716-805-1520	PROJECT:	Aurora Municipal Center 575 & 585 Oakwood Avenue East Aurora NY 14052	CONTRACT FOR:	2502	ARCHITECT	<input type="checkbox"/>
				CONTRACT DATE:	05/01/2019	CONTRACTOR	<input type="checkbox"/>
						FIELD	<input type="checkbox"/>
						OTHER	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below.
Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT	\$	3,677,000.00
2. NET CHANGED BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1+/-2)	\$	3,677,000.00
4. TOTAL COMPLETED & STORED TO DATE	\$	85,523.29
5. TOTAL RETAINED	\$	8,552.33
a. % of Completed Work	\$	
b. % of Stored Material	\$	
6. TOTAL EARNED LESS RETAINED	\$	76,970.96
7. LESS PREVIOUS CERTIFICATES FOR BILLING	\$	0.00
8. CURRENT PAYMENT DUE	\$	76,970.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,600,029.04

Terms: Invoices are due and payable 30 days from the date of the invoice.
All overdue amounts will have an additional service charge of 5% per month.

Please make checks payable to Telco Construction, Inc.

Thank you for your prompt payment.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for Work for which Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Telco Construction, Inc.

By: James D Milks Date: 06/05/2019

State of: NEW YORK

County of: ERIE

Subscribed and sworn to before
me this 5th day of June
of 2019

Notary Public: Carissa J. Schrubbs
My Commission Expires: 05/10/21

CARRISSA J. SCHRUBBS
NOTARY PUBLIC STATE OF NEW YORK
No. 01SC6126773
Qualified in Erie County
My Commission Expires May 09, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work had progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 06/05/2019

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.