

EWS-1

GA

Town of Aurora,

Please consider the enclosed application for a fireworks permit on August 17, 2019.

The application fee will be sent directly from the Young Explosives office.

Please reach out to me at 845-797-3607 if there any concerns or amendments required.

Best Regards,

Robert Koch



TOWN OF AURORA

www.townofaurora.com

**REQUEST FOR FIREWORKS DISPLAY PERMIT**

Ref. NY State Penal Law, Article 405.00

Application Date: 6/16/19

**(A) Sponsor of the show**

Name: Bill & Tanya Fierle

Address: 2419 Lapham Rd; East Aurora, NY 14052

Phone: [REDACTED] Contact Person: Tanya Fierle

Email: [REDACTED]@gmail.com

**(B) Display Company**

Company Name: Young Explosives Corp

Address: PO Box 18653, Rochester, NY 14618

Phone: 800-747-1781 Contact Person: Tim Young

Email: fireworks@youngexplosives.com

NYS Dept. of Labor Explosives License No. D-2316 Expires: 1/31/2020

**Operator – Name of the certified pyrotechnician who will be in charge of the display**

<b>Name</b>	<b>Certificate #</b>	<b>Expires</b>
<u>Robert T Koch</u>	<u>PR-665</u>	<u>03/21</u>

**Authorized Assistants:** Names of the individuals who are authorized by the operator to work on the show, identified either by their certificate number and expiration date, if they are certified, or by their age and phone number, if they are not certified.

<b>Name</b>	<b>Certificate # or Age</b>	<b>Expires/Phone</b>
<u>Kaylee Koch</u>	<u>20</u>	<u>585-815-3003</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(Continue on separate sheet, if necessary)

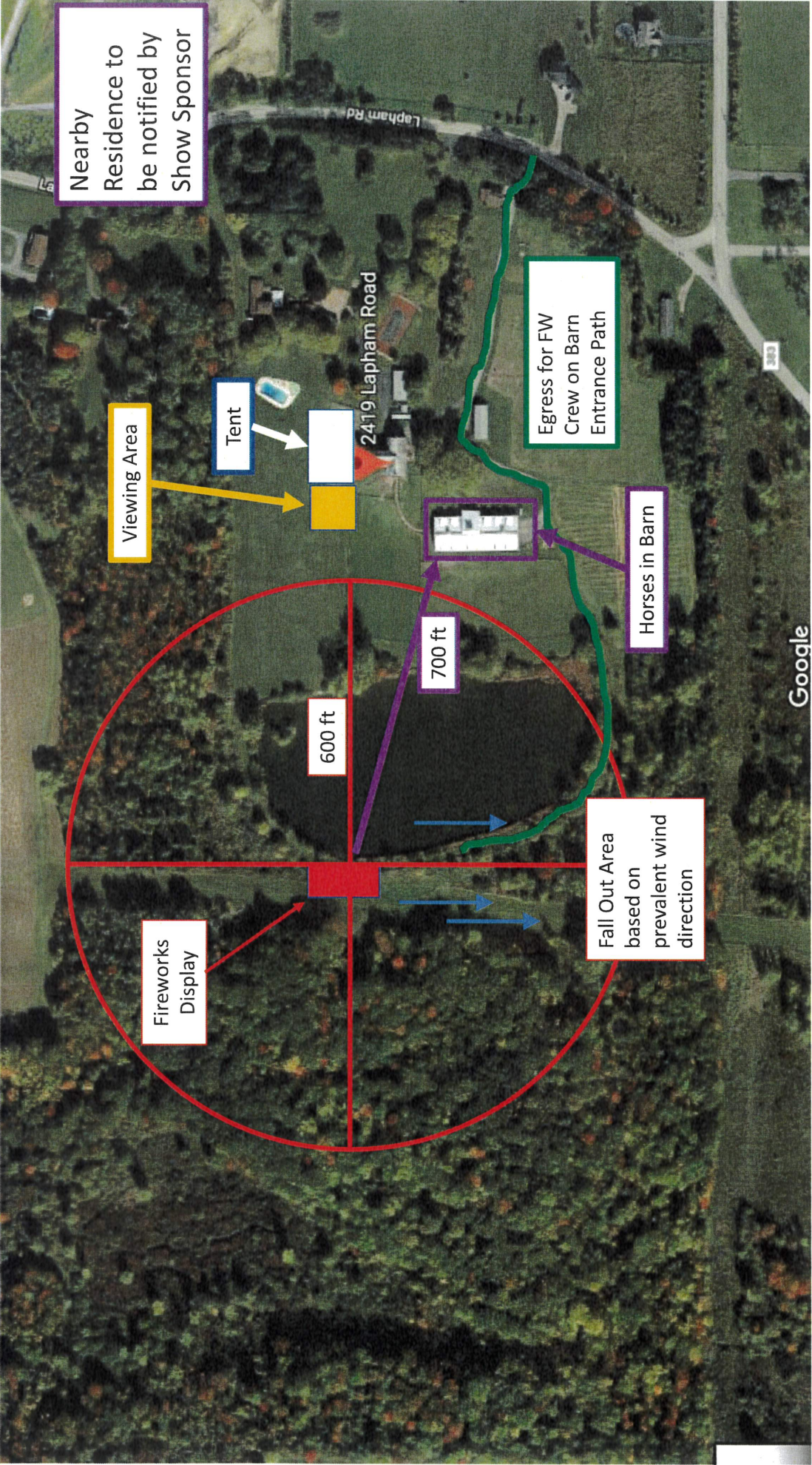
I hereby affirm that all authorized assistants who are not certified pyrotechnicians are at least eighteen (18) years old, have been trained in the performance of the tasks assigned and have been educated with regard to safety hazards.

(B) Display Date/Time: 8/17/19 Expected Duration: 10 min  
10 pm

(C) Display Location: 2419 Lapham Rd, East Aurora, NY 14052

(D) Display Content: Aerial shells (up to 4") and ground effects (cakes and candles)





Nearby Residence to be notified by Show Sponsor

Viewing Area

Tent

2419 Lapham Road

Egress for FW Crew on Barn Entrance Path

Horses in Barn

600 ft

700 ft

Fall Out Area based on prevalent wind direction

Fireworks Display

Google





Town of Aurora Town Board  
300 Glead Avenue, East Aurora, New York 14052

WS-2 6B

### Special Use Permit Application Form

#### I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: RELICS RAILHOUSE INC.  
Business/Project Address: 12 Old Glenwood Road, West Falls, NY 14170  
Applicant Name: Natalia Prytulak  
Mailing Address: 12 Old Glenwood Road  
City West Falls State NY ZIP 14170  
Phone 716-667-7255 Email rel@outlook.com  
Interest in the project (owner/developer) purchase

#### II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s) END OF THE TRAIL LLC  
If a corporate, please name a responsible party/designated officer: John Apgar  
Address 1450 Porterville Road  
City East Aurora State NY ZIP 14052  
Phone 716-306-7337 Email apj@gmail.com

#### III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 12 Old Glenwood Rd, West Falls, NY 14170  
SBL# 199.01-1-18  
Describe Special Use requested (use additional pages if needed): BAR AND RESTAURANT, LIVE MUSIC AND DANCING  
Property size in acres 1 Property Frontage in feet 104.4 Feet  
Zoning District BUSINESS B2 Surrounding Zoning \_\_\_\_\_  
Current Use of Property BAR/RESTAURANT  
Size of existing building(s): 4,500 sf Size of proposed building(s) N/A sf  
Present/Prior tenant/use: BAR/RESTAURANT  
Parking spaces: Existing: 25 Proposed additional spaces: 0 Total #: 25

Proposed water service:  public  private (well)  n/a Is this existing  Y/N

Proposed sanitary sewer:  public  private (septic)  n/a Is this existing  Y/N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours	11AM-12AM	11AM-12AM	11AM-12AM	11AM-12AM	11AM-2AM	11AM-2AM	11AM-2AM	

Peak hours: 5pm - 8pm

Number of employees (if applicable): Full-time 1 Part-time 4 Seasonal       

**Upon approval of this application, the applicant intends to apply for:** (Check all that apply)

- a. Building Permit
- b. Sign Permit

**IV. SIGNATURE** (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4 )

Natalia Prytula  
Signature of Applicant/Petitioner

Natalia Prytula  
Print name of Applicant/Petitioner

State of New York; County of Erie

On the 7<sup>th</sup> day of June in the year 2019 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Brian J. Ruffino  
Notary Public

(Notary stamp)

**BRIAN J. RUFFINO**  
Notary Public, State of New York  
No. 02RU6011512  
Qualified in Erie County  
My Commission Expires Sept. 18, 2022

-----  
Office Use Only:            Date received: \_\_\_\_\_            Receipt #: \_\_\_\_\_

Application reviewed by: \_\_\_\_\_

Town of Aurora  
300 Glead Avenue  
East Aurora, NY 14052  
www.townofaurora.com

**Special Use Permit  
Application  
Owner Authorization**

The undersigned, who is the owner of the premises know as:

12 Old Glenwood Rd., West Falls, NY 14170, identified as Tax Map (SBL)# 199 01-1-18  
(address)

hereby authorizes NATALKA PRYTULA to bring an application for a special use permit before the Town of Aurora Town Board for review and potential approval. The undersigned further permits the Town or its authorized representative(s) access to the property to review existing site conditions during the review process.

John Apgar  
Owner (print)

June 17-19  
Date

[Signature]  
Owner (signature)

STATE OF NEW YORK )  
                                  ) SS  
COUNTY OF ERIE     )

On this 17<sup>th</sup> day of JUNE, 2019, before me, the undersigned, a notary public in and for said state, personally appeared John Apgar, 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 that 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.

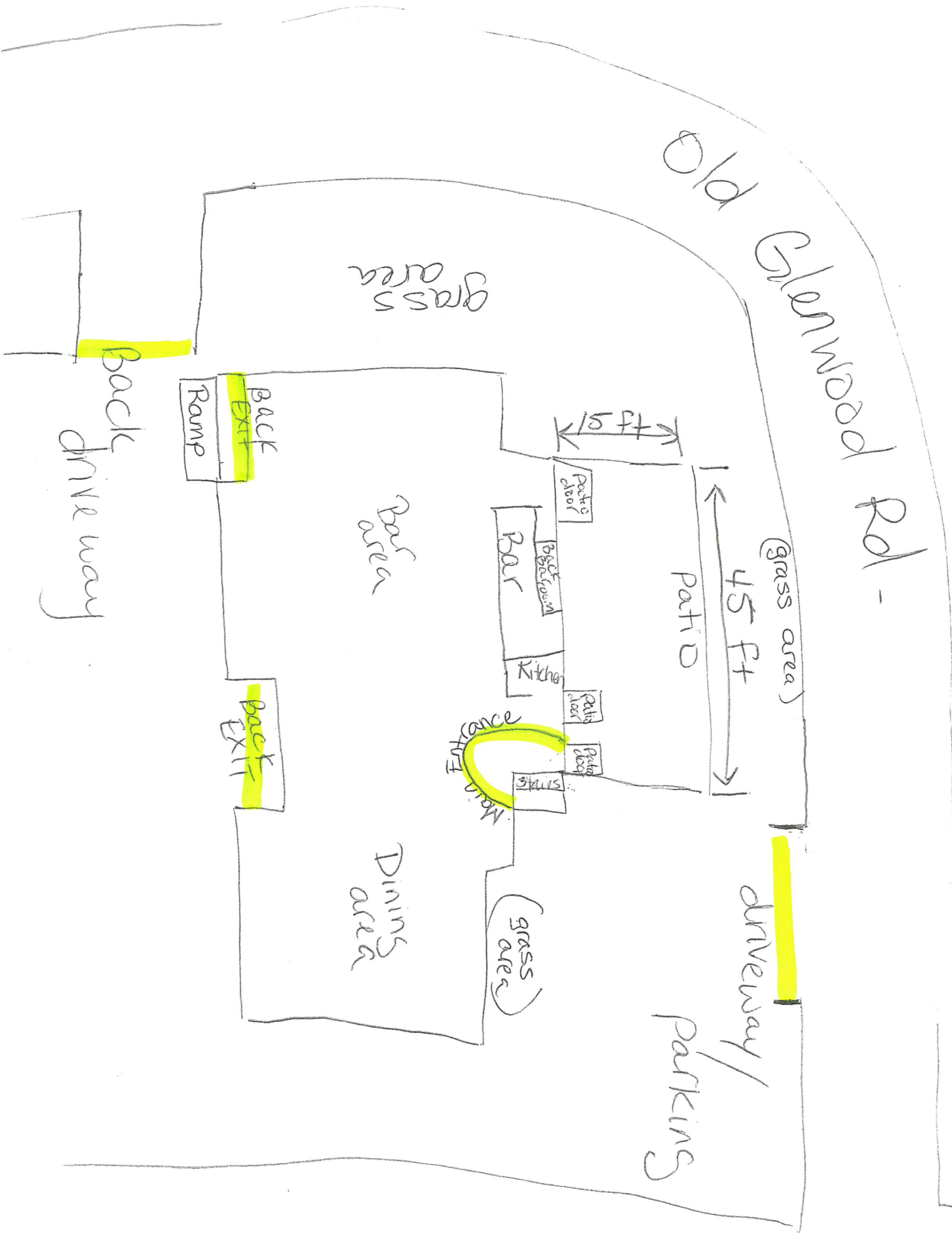
[Signature]  
Notary Public

**BRIAN J. RUFFINO**  
Notary Public, State of New York  
No. 02RU6011512  
Qualified in Erie County  
My Commission Expires Sept. 16, 2022





# Site Plan



Rt. 240

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
NATALKA PRYTULA			
Name of Action or Project: RELICS RAILHOUSE			
Project Location (describe, and attach a location map): 12 OLD GLENWOOD RD., WEST FALLS, NY 14170			
Brief Description of Proposed Action: TO OPEN A RESTAURANT AND BAR THAT OFFERS LIVE MUSIC AND DANCING IN A COMMUNITY THAT IS NOT PRESENTLY OVER POPULATED WITH SUCH ESTABLISHMENTS.			
Name of Applicant or Sponsor: NYTALKA PRYTULA		Telephone: 716-602-2652	
		E-Mail: relicsrailhouse@outlook.com	
Address: 12 OLD GLENWOOD RD., UPPER			
City/PO: WEST FALLS		State: NY	Zip Code: 14170
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 1 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 1 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			



	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Natalka Prytula</u> Date: _____		
Signature: <u>Natalka Prytula</u> Title: <u>President/owner</u>		

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



WS-3 6C

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

July 1, 2019

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

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David M. Gunner  
(716) 652-4050  
[highway@townofaurora.com](mailto:highway@townofaurora.com)

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

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

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

TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board authorize the purchase of a new Ferris 61" zero turn lawn mower. This will be paid for out of the balance of the parks equipment bond. Currently there is \$14673 remaining in the bond.

This mower will replace the 2011 Skag Tiger lawn mower which we intend on auctioning after it is declared surplus.

The new Ferris mower is on both Buyboard and HGACBuy national contracts which I have attached.

It will be purchased at Alexander Equipment for \$10,577.18

Sincerely,

A handwritten signature in blue ink, appearing to read "David M. Gunner".

David M. Gunner  
Superintendent of Highways



# ALEXANDER Equipment

3266 BUFFALO STREET, P.O. BOX 215  
 ALEXANDER, NEW YORK 14005  
 Phone: [585-591-2955]  
 Fax: [585-708-4283]  
 Email: alexanderequipment@rochester.rr.com

## QUOTE

DATE: 6/25/2019  
 QUOTE #

### BILL TO

TOWN OF AURORA  
 251 QUAKER RD.  
 AURORA NY 14052  
 (716)652-8004  
 ATTN:DAVID GUNNER  
[dgunner@townofaurora.com](mailto:dgunner@townofaurora.com)

DESCRIPTION	LIST PRICE	YOUR COST
FERRIS IS3200ZBVE3761SS #5901577 WITH 61 INCH DECK,37HP VANGUARD W/ OGS AND EFI ENGINE,4 WHEEL SUSPENSION & SUSPENSION SEAT		HGAC PRICE \$10,577.18
DOSE NOT INCLUDE TAX UCC AND FILING FEE IF THAY APPLY		

**OTHER COMMENTS**  
 Any questions please call  
 ALL QUOTES GOOD FOR 30 DAYS

Subtotal  
 Taxable \$ -  
 Tax rate   
 Tax due  
 Other \$ -  
**TOTAL Due**

Make all checks payable to  
**Alexander Equipment**

If you have any questions about this quote, please contact  
 Jack Taylor @ (585)591-2955 or alexanderequipment@rochester.rr.com

**Thank You For Your Business!**



**BRIGGS & STRATTON  
CORPORATION**



**FERRIS NOW AVAILABLE ON NATIONAL CONTRACTS!**



Dear Dealer;

As you may, or may not, be aware, the Ferris brand of mowing equipment is available to school districts, municipalities and other not for profit institutions nationally through BuyBoard & HGAC Contracts

BuyBoard and HGAC contracts eliminate the need for bids, allowing agencies, and our dealer partners, to save the time and costs associated with the bid process, and helping make the sale easier for you, the local dealer.

The full Ferris catalog of products are available under the following contract #s:



Contract #: 529-17  
Vendor ID #: 3092  
Valid Through: 5/31/18



Contract #: GR01-18  
Vendor ID #: 0993  
Valid Through: 12/31/19

All your buyers need to do is register with either entity. Registration with BuyBoard and HGAC is a quick, easy process that can be completed by visiting their websites:

[www.buyboard.com](http://www.buyboard.com)

[www.hgacbuy.org](http://www.hgacbuy.org)

**Pricing:** IS 3100Z, IS 3200Z, & IS 5100Z: 18% Off All other models: 15% Off

If you have any questions, please contact your district sales representative.

Your Ferris Sales and Marketing Team

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



*WS-4* *GD*  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

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FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board approve of the purchase of a new utility trailer. This will be paid for out of the left over funds available in the parks equipment bond.

The will replace the old trailer which will be declared surplus and auctioned I have obtained the following quotes for the new trailer.

Tri County Rental: \$1675.00  
Southside Trailer: \$2195.00  
General Welding: \$1699.00

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Gunner".

David M. Gunner  
Superintendent of Highways



# RENTAL CONTRACT



Please Remit to: 550 Olean Road.  
East Aurora, NY  
14052  
716-655-2375

**BEFORE YOU DIG.....CALL 811  
SAFETY INSTRUCTIONS ON REVERSE SIDE**

6/25/2019	Estimate #	176
-----------	------------	-----

Name / Address	
Aurora, Town of 300 Glead Ave East Aurora, NY 14052	Rented
	Returned

	Time

Description	Qty	Cost	Total
BRI MAR UTE-610 UTILITY TRAILER VIN# 78" X 10', 2990 GVWR		1,675.00	1,675.00



I am aware that a copy of the operators manual is available at [tricityrental.com](http://tricityrental.com)

Cust. Initials: **Estimate**

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I have received a copy and am aware of the safety guide-lines on the reverse side.

Lessee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Subtotal</b>	\$1,675.00
<b>Sales Tax (8.75%)</b>	\$0.00
<b>Total</b>	<b>\$1,675.00</b>

Employee's Initials: \_\_\_\_\_

**Customers are responsible for Damage & Cleaning**

# JOB ESTIMATE

<b style="font-size: 1.2em;">GENERAL WELDING &amp; FABRICATING, INC.</b> 991 MAPLE ROAD ELMA, NEW YORK 14059 PHONE 716-652-0033, FAX 716-652-0746 (Facility # 7003904)	ESTIMATE LOCATION: (Check One)	
	<input checked="" type="checkbox"/>	PI - Elma 991 Maple Rd. NY, 14059 (716) 652-0033
	<input type="checkbox"/>	
	<input type="checkbox"/>	PIV - Rochester 60 Saginaw Dr. NY, 14623 (585) 697-7660
ESTIMATE VALID UNTIL:		

PHONE:	
TO: David Gunner	<b>JOB NAME / LOCATION</b>
davidgunner@townofaurora	Town of Aurora Highway
	(716) 652-0033

**JOB DESCRIPTION:**

Carmate: CM610A/W
80" angle iron trailer
Black or Red in stock
\$1,799.00
<b>\$1,699.00 municipal price</b>
NYS tire fee: \$5.00
NYS inspection: \$6.00
Total: \$1,710.00
MSA 6'6" x 12' forever trailer
\$4,995.00
Municipal price: \$4,500.00
NYS tire fee: \$5.00
NYS inspection: \$6.00
Total: \$4,511.00

**GENERAL WELDING & FABRICATING, INC.**  
 WNY's TRUCK EQUIPMENT CENTER  
 TRAILER MANUFACTURERS / ENGINEERING  
 MOBILE WELDING SERVICE • BOSS SNOWPLOWS  
 CAST IRON & ALUMINUM WELDING • TRAILER RENTAL  
 DUMP, PLATFORM & CUSTOM BODIES  
 A.W.S. CERTIFIED • D.O.T. CERTIFIED



**STEVE JENNINGS**  
Sales

991 Maple Road  
 Elma, New York 14059 (716) 652-0033  
 www.gwfab.com Fax (716) 652-0746  
 sjennings@gwfab.com 1-866-WNY-BOSS

**ALL WELDS ARE A.W.S. CERTIFIED!      THANK YOU FOR YOUR INQUIRY!**

THIS ESTIMATE IS FOR COMPLETEING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

**JOB COST:** \_\_\_\_\_  
 (SALES TAX & DELIVERY NOT INCLUDED)

**ESTIMATED BY:** Steve Jenning

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[2019 Force 6.5' x 12' Open Utility Trailer with Ramp Gate](#)

#### New Inventory & Sales

- 2020 Look Element 7' x 16' V-nose Enclosed Trailers w/ Ramp Doors
- 2019 Force 5' x 10' Open Utility Trailer with Ramp Gate
- 2020 Look Element SE 6' x 10' V-nose Enclosed Trailer w/ Swing Door
- 2020 Look Element 5' x 8' V-nose Enclosed Trailer w/ Ramp Door
- 2020 Look ST DLX 5' x 8' V-nose Enclosed Trailer w/ Swing Door
- 2020 Force 18' Open Car Hauler w/ 9800 LB GVWR
- 2020 Everlite 6.5' x 12' Aluminum Open Utility Trailer
- 2020 Look Element SE 7' x 14' V-nose Enclosed Trailer w/ Ramp Door
- 2019 Force 6.5' x 14' Open Utility Trailer with Ramp Gate
- 2019 Force 6.5' x 12' Open Utility Trailer with Ramp Gate

## 2019 Force 6.5' x 12' Open Utility Trailer with Ramp Gate

on May 10, 2019





Stock # L2258

This is a great open trailer for everything from landscaping to hauling ATVs or a UTV. It has a 3500 lb Lippert spring idler axle and a 3500 lb GVWR. It comes with a fold flat ramp gate, electric trailer brakes, LED lights, radial tires, 2" ball coupler and safety chains, pressure treated boards, 2,000 lb crank tongue jack, and dip immersion E-coat black paint.

Come see it today at Southside Trailer Service, 250 Two Mile Creek Rd (corner of Grand Island Blvd), Tonawanda NY 14150

Or call 716-874-3381 Ext 3

**On sale for just \$2195!!**

*Categories: Open Trailers, Small Trailers*

Copyright © 2019 Southside Trailer Service, Inc.- login

Web Design by CNY Web Works



WS-5      GE

400 INGHAM AVENUE  
BUFFALO NY 14218  
PHONE: (716) 362-5000  
FAX: (716) 362-5010

Date: 06/27/19

To: Aurora Town Public Library

Re: New Exterior Lights

Attn: Paula M.A. Klocek

From: Fran Roell

CIR is pleased to quote the following amount for new timer and exterior led light fixtures per our site inspection and the following notes.

Total Material and labor:            \$989

Notes

1. New digital time to be mounted at the old mechanical timers location.
2. Two new Led lighting fixtures for stair-way lighting will be mounted at the existing lighting fixture locations.





# Warning Electrical Services

431 Olean Road ■ East Aurora, NY 14052

Aurora Town Public Library  
550 Main Street  
East Aurora, NY 14052  
[brogank@buffalolib.org](mailto:brogank@buffalolib.org)  
652-4440

January 12, 2019

This estimate is for providing the following:

-Provide new digital 24hr timer with battery back-up and astronomic [daylight savings] built in control. \$434.95

-Provide (2) new LED wall pack fixtures, front of building, to illuminate stair area. \$735.00

**Total Estimate (labor, material): \$1,169.95**

NOTE: This estimate is valid for (30) days. Due to unforeseen price increases in raw material, acceptance of this estimate beyond (30) days may require Warning Electrical Services, Inc. to re-evaluate our estimate.

NOTE: All accounts not paid after thirty (30) days will be charged 1.5% carrying charge, 18% annualized. The customer is responsible for collection costs, including reasonable attorney's fees.

NOTE: Cutting into ceiling and/or walls is necessary for the project estimate above. Please be advised that we are NOT responsible for damage to unexposed wiring, pipes and/or duct work which may occur during our initial drilling. Costs to repair damages will be extra and discussed on site, if necessary. Customer is responsible for advising of possible obstructions prior to drilling.

Payment Plan:

50% deposit is required.

Balance due when completed & inspected.

If this estimate is agreed to and accepted, please sign one copy and return to Warning Electrical Services, Inc. along with a deposit.

\_\_\_\_\_  
Aurora Town Public Library

\_\_\_\_\_  
Date

Scott Warning/signed electronically  
Scott Warning, Warning Electrical Services, Inc.

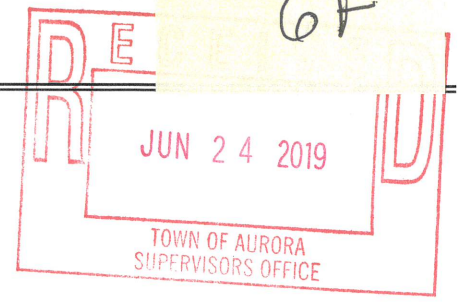
\_\_\_\_\_  
1/15/2019

\_\_\_\_\_  
Date

**MEMO**  
**COUNTY OF ERIE**  
**DEPARTMENT OF ENVIRONMENT AND PLANNING**  
**DIVISION OF PLANNING**

WS-6

6F



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TO: Supervisor James Bach

FROM: Paul J. D'Orlando, Principal Contract Monitor

DATE: June 20, 2019

SUBJECT: Community Development Needs Survey

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Erie County is in the midst of preparing a new Five-Year Consolidated Plan to help guide future program goals and expenditures. Attached is an important survey regarding community development needs within our consortium. Your feedback on this survey is an important piece of the plan's development. The survey is due back to our office by July 19<sup>th</sup>.

I want to thank you in advance for your time and input. Please do not hesitate to contact me at 858-2194 with any questions.

**COUNTY OF ERIE**  
**DEPARTMENT OF ENVIRONMENT AND PLANNING**

**IMPORTANT**

**ERIE COUNTY COMMUNITY DEVELOPMENT NEEDS SURVEY**

Each year, the Erie County Consortium determines where federal Community Development Block Grant (CDBG) dollars should be invested in our constituent communities. This survey is intended to get local input from each of our communities on your priorities for the CDBG program. Please fill out this needs survey to help us prioritize our community development activities for the County Consortium over the next five years. Feel free to coordinate your response with input from other local officials in your Community.

Eligible projects must be used to meet one of the following National Objectives of the CDBG program:

- Primarily benefiting low- and moderate-income persons (including the elderly and disabled). In addition to projects that directly benefit low- to moderate-income residents, projects may include housing, job creation/retention, or area-wide improvements (e.g. public facilities) in geographic areas where at least 40.34% of residents are classified as low- to moderate-income.
- Addressing slums and blight.
- Meeting a particular urgent community need (where existing conditions pose a serious and immediate threat to public health and welfare).

The *attached map* shows geographic areas of the Erie County Consortium that are eligible for CDBG funds, based on Census income data, for area-wide projects only. An area-wide project is one that benefits all the residents of a particular area, such as a community center, recreational facility, etc. Additional areas may be eligible based on local income surveys.

**Please return your completed survey to the address below by July 19, 2019, or by Fax or E-Mail to Marie Thornton at 858-7248 or [Marie.Thornton@erie.gov](mailto:Marie.Thornton@erie.gov)**

**Erie County Department of Environment and Planning  
ATTN: Marie Thornton  
Edward A. Rath County Office Building, 10<sup>th</sup> Floor  
95 Franklin Street  
Buffalo, NY 14202**

Your feedback will be used in the preparation of a new five-year Consolidated Plan to set the direction of the CDBG program within Erie County Consortium communities.

*If you have any questions*, please contact Marie Thornton at 858-7839.

**Thank you for your cooperation!**

# COMMUNITY DEVELOPMENT NEEDS SURVEY

For each of the following categories of activities, please list any specific activities, projects, or improvements for which you feel there is a pressing need in your community. Indicate **why** there is a need for this project or activity, and **where** it would be provided (i.e., give a street address, and/or locate on the attached map). Finally, please indicate the level of **priority** for each activity listed by number (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.).

## A. Public Facilities and Improvements

Examples of eligible projects included in this category include:

- Water and sewer facilities
- Flood and drainage improvements
- Fire protection facilities or equipment
- Community centers or health centers
- Child care centers or senior centers
- Broadband/wireless communication facilities
- Streets, curbs, gutters, sidewalks, parking
- Parks, playgrounds, trails, bike paths
- Shelters for the homeless
- Solid waste facilities

Project & location	Description of need – why important?	Level of priority
1.		
2.		
3.		
4.		
5.		

## B. Public Services

Examples of eligible activities in this category include:

- Child care services
- Health and mental health services
- Job training and educational programs
- Youth services
- Services for people with disabilities
- Senior services
- Substance abuse treatment
- Transportation services

Project & location	Description of need – why important?	Level of priority
1.		
2.		
3.		
4.		
5.		

**C. Planning Activities**

Examples of eligible planning activities include:

- Capital improvement planning
- Neighborhood plans
- Environmental plans
- Historic preservation plans
- Energy conservation plans
- Comprehensive Plans / zoning studies
- Agricultural and open space preservation
- Affordable housing feasibility studies
- Tourism development plans
- Agri-business studies
- Multi-modal facilities including transit/bicycles

Project & location	Description of need – why important?	Level of priority
1.		
2.		
3.		



Project & location	Description of need – why important?	Level of priority
4.		
5.		

**D. Housing**

CDBG and HOME funds may be used to finance housing for low- and moderate-income households. Examples of eligible housing activities include:

- First-time homebuyer programs
- Construction of affordable housing for Homeownership
- Construction of affordable rental housing
- Housing rehabilitation
- Housing repairs for seniors
- Adaptive reuse
- Weatherization

Category	Type of housing need	Level of priority
Families: Owner-occupied units		
Families: Rental housing		
Elderly/disabled: Owner-occupied units		
Elderly/disabled: Rental housing		
First-time homebuyer programs		
Other (specify:)		

**E. Other Eligible Activities**

Additional activities that may be eligible if one of the national objectives of the CDBG program is met include:

- Economic development: job creation activities, industrial park improvements
- Commercial / industrial building rehabilitation, downtown / commercial area revitalization
- Commercial / industrial financial assistance (grants or loans, microenterprise assistance)
- Infrastructure improvements for economic development
- Brownfields clean-up and redevelopment
- Accessibility improvements (installation of handicap ramps, curb cuts, physical modifications such as wider doorways or elevators)
- Code enforcement / demolition in blighted areas (if part of a comprehensive approach to renewing the area)
- Energy efficiency improvements
- Non-residential historic preservation activities

Project & location	Description of need – why important?	Level of priority
1.		
2.		
3.		
4.		
5.		

**Thank you for completing this survey!**

**Please provide the information below in case we have any questions about your response.**

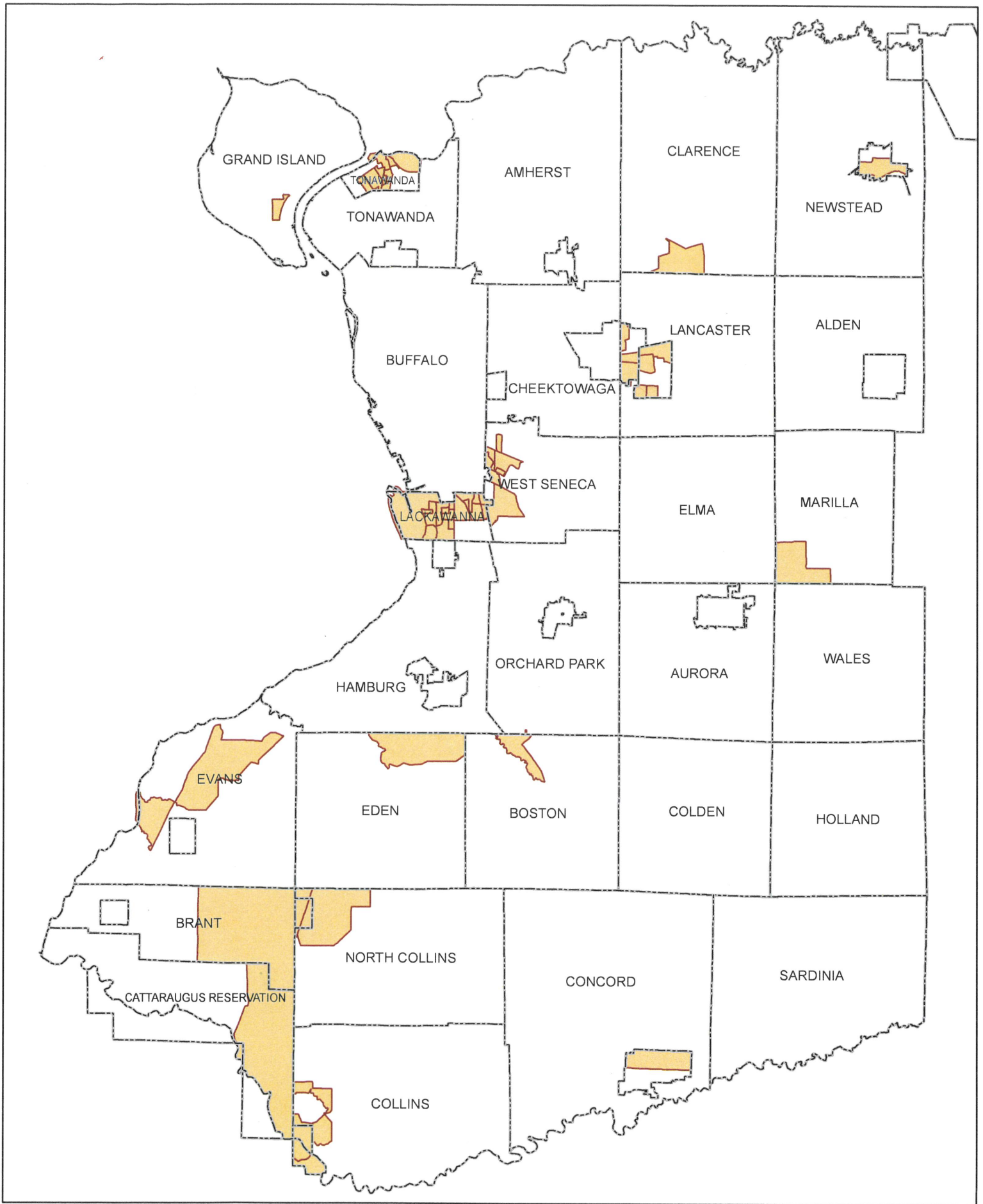
**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_



Roads  
 Federal, Interstate, State, County, Local  
 Municipal Boundaries  
 Qualified Block Groups (includes partial groups)  
 Block Group Label: Tract ID (Block Group ID)  
 Basemap copyrighted by the NYS CSCIC. 2010 Census geography and 2015 ACS data used.

### CDBG Funding-- Eligible Block Groups 2015 ACS



**James Bach**

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WS-7

GG

**From:** john@borderlandfestival.com  
**Sent:** Monday, July 01, 2019 9:35 PM  
**To:** Supervisor  
**Subject:** Letter of support

Jim

Hope you are well.

I am applying for a Market NY grant for the 2020 Borderland Festival. As part of this application, I do have the opportunity to present support letters for the festival. Key criteria:

- The festival drives tourism to the region
- attract and retains residents to live, work, and raise a family in the region
- showcases the unique assets of the region (arts, crafts, etc..)

Please let me know if you could provide a support letter. I plan to send the application in July 15th.

thanks.

John Cimperman  
Co-Founder  
Borderland Music & Arts Festival  
[www.borderlandfestival.com](http://www.borderlandfestival.com)

Draft

WS-8

## AGREEMENT FOR SERVICES

This Agreement has been entered into as of July \_\_\_\_\_, 2019 by and between the TOWN OF AURORA, County of Erie, State of New York, a municipal corporation maintaining offices at 300 Glead Avenue, East Aurora, New York, hereinafter referred to as the "Town" and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as the "Independent Contractor" or "IC".

Whereas, the Town desires to engage the IC to perform certain services for the Town, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be rendered.* The Town desires that the IC perform, and the IC agrees to perform, the following work: \_\_\_\_\_

2. *Independent contractor's performance.* All work done by the IC shall be of the highest professional standard and shall be performed to the Town's reasonable satisfaction.

3. *Status.* The IC's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. IC warrants and represents that he or she has complied with all federal, state and local laws regarding business permits and licenses that may be required for him or her to perform the work as set forth in this Agreement.

4. *Terms of payment.* Town shall pay the IC the following payments for all work performed hereunder.

5. *Reimbursement of expenses.* Town shall not be liable to the IC for any expenses he pays or incurs unless otherwise agreed to in writing by the Town.



6. *Materials or supplies.* IC shall supply, at his or her sole expense, all materials and/or supplies to accomplish the work to be performed.

7. *Federal, State and local payroll taxes.* Town will not withhold or pay on behalf of the IC or any of his or her employees: (a) federal and local income taxes; or (b) any other payroll tax of any kind. In accordance with the terms of this Agreement and the understanding of the parties herein, IC shall not be treated as an employee with respect to the services performed hereunder for federal or New York State tax purposes.

8. *Fringe benefits.* Because IC is engaged in his or her own independent contracting business, he or she is not eligible for, nor entitled to, and shall not participate in, any of the Town's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the Town's employees.

9. *Notice to independent contractor regarding its tax duties and liabilities.* IC understands that he or she is responsible to pay his or her income tax in accordance with Federal, New York State and Local Law. IC further understands that he or she is liable for Social Security ("FICA") tax, to be paid in accordance with all applicable laws.

10. *Insurance indemnification.* The IC shall maintain insurance of the types and in the amounts typically maintained for the type of service to be provided including, but not limited to, comprehensive general liability insurance in the minimum amount of \$ \_\_\_\_\_ per occurrence, all with insurance companies reasonably satisfactory to the Town. The IC agrees to indemnify and hold harmless the Town, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the IC's performance of its services for the Town.

11. *Town not responsible for Workers' Compensation.* Because IC is engaged in its own independent contracting business and is not an employee of the Town, Town will not obtain Workers' Compensation insurance for the IC or his or her employees. The IC agrees to obtain Workers' Compensation coverage for him or herself and his or her employees and to furnish a copy of such certificate of Workers' Compensation insurance to the Town.

IC may be excused from obtaining Workers' Compensation coverage for him or herself if he or she establishes, warrants and represents to the Town's satisfaction that he or she is not required to obtain Workers' Compensation insurance coverage under the New York State Workers' Compensation Law, as amended. Thus, if the IC can demonstrate to the Town's satisfaction that he or she is a sole proprietorship and is not incorporated, and if he is further able to show that he is exempt from the coverage requirements of the New York State Workers' Compensation Law, as amended, then he or she will not be required to produce a certificate of Workers' Compensation insurance. Under no circumstances will the Town obtain Workers' Compensation insurance coverage for the IC in the event that he or she is excused from obtaining Workers' Compensation insurance coverage for him or herself.

12. *Term.* This Agreement's term shall begin on the date hereof and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving sixty (60) days' written notice to the other. Notwithstanding a termination, the IC's obligations to provide follow-up services shall remain in effect until such services are completed.

13. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

14. *No authority to bind Town.* IC has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties.

15. *Assignment.* This Agreement may not be assigned by the IC without the Town's prior written permission.

16. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

17. *Modification.* No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Town and the IC.

18. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Town and the IC.

19. *Applicable law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State without regard to conflicts of law principles.

20. *Headings.* The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

21. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated: \_\_\_\_\_, 2019

**TOWN OF AURORA**

By: \_\_\_\_\_

James J. Bach  
Supervisor, Town of Aurora

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_

Independent Contractor



WS-9

## The Stables at Knox (TSAK) Overview of Donations

The Stables at Knox uses the Knox Farm State Park polo fields and facilities for one weekend per year.

**Total Donations from Knox Memorial Cup 2014-2018 = \$77,510**

- Donations to Town of Aurora = \$4,000.
- Donations to Knox Farm State Park = \$37,000
- Donations to community organizations benefiting children = \$ 36,510

**2014 – Polo Committee hosted event under the auspices of The Friends of Knox Farm. Proceeds to Friends \$21,302**

- Donation to Mikey's Way \$4,260 out of the proceeds mentioned above,.

**2015 – The 2014 polo committee forms The Stables at Knox as a non profit organization.**

**2015 - Donation total = \$16,100**

- Donation to Natural Heritage Trust - \$10,000
- Donation to Heritage Centers - \$4,400
- Donation to Town - \$1,000
- Donation of \$700 to WNY Girls Polo team (participants)

**2016 – Donation total - \$15,000**

- Donation to Natural Heritage Trust - \$10,000
- Donation to Boys & Girls Club of East Aurora, NY - \$4,000
- Donation to Town of Aurora - \$1,000

**2017 – Donation total - \$13,500**

- Donation to Kaleida Foundation - \$12,500
- Donation to the Town of Aurora \$1,000

**2018 – Donation total \$13,750**

- Donation to Kaleida Foundation - \$12,750 completed.
- Donation to the Town of Aurora \$1,000

Lomorian



## Buffalo Polo Club

A division of Cedar Valley Polo Club Ltd.

52052 Regional Road 24, Wainfleet  
Ontario, Canada, L0S 1V0  
Ph. 905-505-0140  
[buffalopoloclub@gmail.com](mailto:buffalopoloclub@gmail.com)

June 11, 2019

To whom it may concern:

This letter is to the town of Aurora that the Buffalo Polo Club would like to work with Aurora Town Supervisor James Bach, Aurora Arsenal's President Peter Sorgi, Knox State Park Andrew Hillman, and Aurora Highway Superintendent David Gunner to better the Polo field activity, and community.

We would like to have the rights to the Polo field for the 3rd weekend in July every year and two more dates in August. The July event would be to raise funds for the children's hospital in Buffalo. One of the events in August to raise funds for a local group in Aurora township and a third event for an International Youth Tournament or another charity event to better the community. Having the confirmed dates year after year will make it easier to secure sponsors, ticket sales, and keeping polo on the Knox field with local and visiting players for years to come. David Cooper and the Buffalo Polo Club have been involved with the Knox Memorial Cup for the past 5 years. (at the moment we can not book any events for that year until 2nd or 3rd week in January).

Our goal is to have a great relationship with the Soccer club, town, and public that when it comes to the polo, one group is in charge working close with the Soccer Club to keep everyone happy and not to ruin the fields in the process with visitors coming in and damaging the fields, a portion from the charity events will go to Town for the maintenance and well being of the fields.

I hope that we can all work together starting in 2019 and keeping this relationship for years to come.

Yours Truly: Phil Van der Burgt, President of Buffalo Polo Club, 905-505-0140  
David Cooper, Vice President of Buffalo Polo Club, 716-491-5298





## Buffalo Polo Club

A division of Cedar Valley Polo Club Ltd.

52052 Regional Road 24, Wainfleet

Ontario, Canada, L0S 1V0

Ph. 905-505-0140

[buffalopoloclub@gmail.com](mailto:buffalopoloclub@gmail.com)

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I hope that we can all work together starting in 2019 and keeping this relationship for years to come.

Yours Truly: Phil Van der Burgt, President of Buffalo Polo Club,  
David Cooper, Vice President of Buffalo Polo Club,

John Hatcher -

5A

# COMMUNITY DEVELOPMENT BLOCK GRANT

SUBRECIPIENT AGREEMENT BETWEEN  
THE COUNTY OF ERIE

AND

THE TOWN OF AURORA

FOR

AURORA SENIOR CENTER HVAC/FURNACE PROJECT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York 14202, (hereinafter referred to as the “Grantee”) and the **TOWN OF AURORA**, a municipal corporation of the State of New York, located at 300 Glead Avenue, East Aurora NY 14052, hereinafter referred to as the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2015 Project- Senior Center Improvements in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the Community Development Block Grant program. Said Activity(s) is more fully described in Exhibit A(1).

Activity #1      The project will involve removing the existing five 18-year-old rooftop HVAC units, two 18-year-old rooftop furnaces and one 18-year-old make-up air unit and installing new, more efficient and reliable units..

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.\*The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet (indicate which National Objective). **Briefly describe how this National Objective will be met.**

LMC – Senior citizen clientele are predominately low and moderate income

---

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of project services. Said services are further described in Exhibit A(1).

<u>Activity</u>	<u>Total Units</u>
Activity #1	1302 senior residents to be assisted

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. The Subrecipient shall file bi-annual reports to the Grantee summarizing progress in meeting the goals and performance standard. Exhibit A(3) contains information to be included in each reporting document

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1<sup>st</sup> day of April, 2019 and end on the 31st day of March, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The Subrecipient shall complete all job creation goals within three years of the date of this Agreement.

**III. BUDGET**

The project budget is described in Exhibit A(2) of this Agreement.

Any indirect costs charged must be consistent with the conditions of Paragraph IX (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$72,619. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.21.

V. APPROPRIATIONS

This Agreement, and the Grantee's liability thereunder, shall be executory only to the extent that the Federal Government appropriates and makes available to the Grantee monies for the project(s) specified in this Agreement.

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
<u>PAUL D'ORLANDO</u>	<u>JAMES J. BACH</u>
Principal Contract Monitor	Supervisor
Grantee <u>The County of Erie</u>	Subrecipient <u>Town of Aurora</u>
[Address] <u>95 Franklin Street</u>	[Address] <u>300 Gleed Avenue</u>
[City, State, ZIP] <u>Buffalo, NY 14202</u>	[City, State, ZIP] <u>East Aurora, NY 14052</u>
[Telephone] <u>716-858-8390</u>	[Telephone] <u>716-652-7590</u>
[Fax Number] <u>716-858-7248</u>	[Fax Number] <u>716-652-3507</u>

VII. SPECIAL CONDITIONS

A. Local Cost Share:

The Subrecipient shall be responsible for contributing a direct cash contribution of \$3,822 and/or an in-kind contribution of \$ 0, (representing 5 % of the estimated project cost), prior to release of final payment by the Grantee. Acceptable in-kind contributions shall be as defined by Erie County.

In the event the final project cost is less than the estimated cost described in Exhibit A (2), the Subrecipient shall remain responsible for contributing the local share equal to 5 % of said final cost. Said local share shall reflect the same percentage breakdown between cash and in-kind as shown on Exhibit A (2). Full payment of the local cash match to the contractor shall occur prior to release of final payment by the Grantee.

B. Timeliness:

The Subrecipient shall complete the project(s) specified in Paragraph I(A) and Exhibit A(1) of this Agreement in a timely manner, as required by 24 CFR Part 570.902(a). In the event that the Subrecipient is unable to complete said project(s), or show evidence of significant progress in the expenditure of funds available as specified in the Agreement within 180 days of the date of this Agreement, the Subrecipient agrees to the following specific timetable for completing said projects.

1. The Subrecipient will incur all costs and obligations for such projects within 300 days of the date of this Agreement, and
2. The Subrecipient will forward all invoices for CDBG funds to the Grantee within 365 days of the date of this Agreement. For purposes of this section, invoices shall be deemed to have been forwarded as of the date which the envelope containing them is postmarked.

In the event the aggregate of costs and obligations incurred within 300 days of the date of this Agreement and invoiced within 365 days of the date of this Agreement is less than the aggregate amount of funds specified in Paragraph III and Exhibit A(2) of this Agreement, such balance is deemed to represent funds for projects not completed in a timely manner. Funds not spent within 365 days of the date of this Agreement may be reallocated by the Grantee, following the Grantee giving the Subrecipient sixty (60) days written notice before said reallocation occurs.

The Grantee shall have no further liability to the subrecipient for such balance of funds regardless of any provision to the contrary contained in this or prior CDBG Agreements by and between the Grantee and the Subrecipient; provided further that the Grantee may use such balance of funds for eligible community development projects to be established by the Grantee.

In the event block grant funds are withdrawn by HUD as a result of failure by the Subrecipient to complete Community Development projects, the Subrecipient shall hold the Grantee harmless from any liability resulting from such withdrawal of funds.

**VIII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this



Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the Grantee (County of Erie), its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Subrecipient or third parties under the direction or control of the Subrecipient, including but not limited to personal injuries. The Subrecipient shall defend the Grantee, at its sole expense, against any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance

As a part of its obligation to indemnify, defend and hold harmless the Grantee, its officers, agents and employees, as set forth above, the Subrecipient agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described in and attached hereto as **Exhibit B: County of Erie Standard Insurance Certificate and Instructions, Classification G.** Further, the Subrecipient agrees to name the County of Erie as an additional insured under all insurance policies applicable to this Agreement. Finally, this Agreement may not be fully executed until sufficient proof of insurance has been approved by the County Attorney. In lieu of the foregoing, the Subrecipient may provide a Certificate of Self-insurance.

The Subrecipient agrees that in the event it contracts with third party contractors or sub-contractors to perform work under this Agreement, the Subrecipient will require said contractors to provide proof of insurance to the Grantee as described in Exhibit B and to name the County of Erie as an additional insured. All certificates of insurance must be provided to and approved by the Erie County Department of Environment and Planning prior to commencement of work under this Agreement.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.



G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.
5. In the event CDBG funds for the project specified in Exhibit "A(2)" are not spent within 365 days of the date of this Agreement, the PSC may reallocate the monies following the PSC giving the Subrecipient sixty (60) days written notice before said reallocation occurs.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## IX. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 85.20–26 and OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments”, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-87. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 85.40–44; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. Final Payment Request

The Subrecipient agrees to begin work within a reasonable time after execution of this Agreement. The Subrecipient shall certify that a project has been completed by submitting a Final Payment Request over the signature of the Chief Elected Official within the Municipality. If the Final Payment Request cost is less than the amount of CDBG budgeted costs specified in Exhibit A(2), the Grantee is hereby authorized to reallocate the balance of CDBG funds to other Community Project activities.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

XI. **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group



members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that

demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Erie County Equal Pay

a. Erie County Executive Order

The Subrecipient shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit A(3) and made a part hereof. The Subrecipient shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Subrecipient, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to conforming the Agency's

compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Subrecipient is not qualified to participate in future County contracts.

E. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or
-

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **XII. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.



B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Asbestos

Compliance with Industrial Code 56 ASBESTOS is required (Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York).

**XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date \_\_\_\_\_ IDIS # \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date first written above.

COUNTY OF ERIE

TOWN OF AURORA

\_\_\_\_\_  
MARK C. POLONCARZ/MARIA R. WHYTE  
County Executive/Deputy County Executive

\_\_\_\_\_  
JAMES J. BACH  
SUPERVISOR

**APPROVED AS TO FORM**

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
KRISTEN WALDER  
Assistant County Attorney

\_\_\_\_\_  
THOMAS R. HERSEY, JR.  
Commissioner, Erie County Department of  
Environment and Planning

Doc. No.: \_\_\_\_\_

Dated: \_\_\_\_\_

6H

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires every justice of a village or town to submit his records and docket to the auditing board of said village or town; and

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires that Justice Court records shall be examined and audited by said auditing board or a certified public accountant.

NOW, THEREFORE BE IT RESOLVED that the audit and examination of the records of the Aurora Town Justices for the year ended December 31, 2018 was performed by the auditing firm of Drescher & Malecki LLP; and

BE IT FURTHER RESOLVED that the findings of said audit and examination were presented to the Town Board of the Town of Aurora.

**TOWN OF AURORA**  
300 GLEED AVENUE, EAST AURORA, NY 14052  
BUILDING DEPARTMENT  
(716) 652-7591

6I

**MEMO**

TO: Supervisor Bach and the Town Board  
FROM: Elizabeth Cassidy, Asst. Code Enforcement Officer  
DATE: July 2, 2019

I respectfully request Town Board approval to initiate Justice Court Action against John Kaufmann of 655 Knox Rd, as a result of his failure to remove/store an abandoned vehicle. See the attached paperwork.



Town of Aurora Building Department  
300 Gleed Ave.  
East Aurora, NY 14502  
(716)652-7591  
Violation Form

Property:

Location: 655 Knox Rd  
Tax Map#: 163.00-3-24  
Class: 210

Front: 196.00 Lot:  
Depth: 0.00 Subdivision:  
Acres: 1.00 Zone: RR

Owner:

Kaufmann John L  
655 Knox Rd  
East Aurora, NY 14052

Violation#: 2019-2040

Violation Date: 04/09/19

Violator: Kaufmann John L  
655 Knox Rd  
East Aurora, NY 14052

Uniform Code Violation?

Complainant Information : neighbor complaint of unlicensed,  
unregistered vehicle at property.

Violation: Open storage of unlicensed unregistered vehicle(s)

Authority: Town of Aurora

Section: 108-6

Title: Abandonment or storage of Vehicles.

Page:

Order to remedy printed: 04/09/19

Comply by Date: 05/28/19

Appearance Date & Time: / / : : AM

Appearance Ticket Printed: / /

Correction Notice Printed: / /

Inspector: Elizabeth Cassidy

 Observed:

5/6/19- per BK extend deadline until 5/20/19. 5/21/2019 - site inspection: unlicensed red Dodge Intrepid still on site. Removal or storage in an enclosed building no later than 5/28/2019 or enforcement proceedings will commence. 5/29/19 - unlicensed red dodge intrepid still on site. Unclaimed certified violation notice returned to office 6/11/19 mailing date. 6/24/19, W. Kramer hand delivered violation notice to property owner and gave until 6/28/19 to remove, see affidavit. 7/2/19-car still on property.

Violation Notice:

NOTICE: Full compliance with this order to remedy is required within seven (7) days from the date directed and ordered above. If the person or entity served with this order to remedy fails to comply in full within the seven (7) day period, that person or entity will be subject to a fine of not more than \$250 or by imprisonment for a period not to exceed 15 days, or both.

Stop Work Order Printed: / /

Offense:

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)



6J

CLERK  
librock  
2-3280  
ra.com

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)  
June 25, 2019

To: Town Board

Please accept a \$2,500 donation from East Aurora Baseball & Softball Inc. It will be used to towards the purchase of diamond dirt. Please transfer this amount into account A 7110.434 once it has been deposited.  
Thank you,

Elizabeth Deveso  
Town of Aurora Highway Secretary

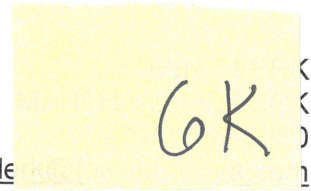
DEPOSIT TO  
A 2705.2  
DONATIONS EA  
BASEBALL  
SUPPLIES



SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



towncle



**TOWN OF AURORA**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

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TO: Town Board  
FROM: Kathleen Moffat  
RE: Budget Amendment: EA Baseball Donation  
DATE: 07/08/19

Approval is respectfully requested to amend the budget in order to record the receipt of a donation from East Aurora Baseball & Softball Inc. in the amount of \$2,500. The amendment is as follows:

- Increase revenue line A 2705.2 Donations EA Baseball Supplies by \$2,500
- Increase expenditure line A 7110.434 Landscaping Materials by \$2,500

7A

MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR June 2019

\*see attached fee report for permits issued\*

\$ 10,944.30	June 2019 Fees
\$ 57,935.99	Current Year Total Fees through June 2019
\$ 80.00	Monthly Zoning Compliance letter fees (\$ YTD total)
\$ 47,189.59	Total Fees through June 2018

ZONING BOARD OF APPEALS:

New Hearings:  
Req to Amend:  
Adjourned:  
Review:  
Decisions:

NOTICES SENT:

Permits Expiring Soon:	7
Expired Permits:	5
2 <sup>nd</sup> Notice Exp Permit:	2
Violations:	17
2 <sup>nd</sup> Notice Violations:	0
Fire Violations:	1
Zoning Comp Letters:	2
General Letters:	0
False Alarm Notices:	0
FA 2 <sup>nd</sup> Notice:	0
FA Final Notice:	0

JCA CASES: 0

# Town of Aurora

Building Permit Fee Report - by Issued Date: 05/29/2019 - 07/02/2019

Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2019-0193	26 Highland Dr	05/29/19	Generator		2,500.00	50.00			
2019-0194	41 Hamlin Ave	05/29/19	Demo - former dance studio & bus garage	15,870.00		50.00			
2019-0195	486 Knox Rd	05/30/19	Demo Metal Clad Building	768.00		50.00			
2019-0196	357 Main St	05/31/19	Temporary Sign	20.00		25.00			
2019-0197	460 North St	05/31/19	(RI 17-267 & 17-360)			49.50			
2019-0198	292 Main St	05/31/19	Alteration/Renovation @ Absolut Care #1	1,498.00	2,000,000.00	554.30			
2019-0199	36 Aurora Mills Dr.	05/31/19	Single Family Residence w/attached garag	2,818.00	385,615.00	1036.30	200.00		
2019-0200	1690 Grover Rd	06/03/19	Fireplace-woodburning in new home constr	8.00	2,500.00	50.00			
2019-0201	1690 Grover Rd	06/03/19	Single Family Dwelling with Attached Gar	4,363.00	294,000.00	1577.05	200.00		
2019-0202	727 Main St	06/03/19	Alteration-Commercial @CVS	1,500.00	68,000.00	100.00			
2019-0203	41 Hamlin Ave	06/04/19	Sign - "coming soon" Hamlin Farm Townhom	24.00		60.00			
2019-0204	430 Main St	06/04/19	Temporary Signs for Art Show			25.00			
2019-0205	16 Paine St	06/04/19	Accessory Building - Metal Frame Garage	400.00		95.00			
2019-0206	367 Main St	06/04/19	Permanent Sign-"Tasker Studios"	6.00		60.00			
2019-0207	367 Main St	06/04/19	Temporary Signs - Tasker Studios camp			25.00			
2019-0208	288 Olean St	06/05/19	Foundation Repair - replace 36' foundati		17,400.00	100.00			
2019-0209	707 Main St	06/05/19	(RI 18-163) A-Frame Sign			60.00			
2019-0210	227 Olean St	06/06/19	Fence - Replace existing fence around te			50.00			
2019-0211	652-656 Main St	06/06/19	(RI 18-155) A-Frame Sign			60.00			
2019-0212	12 Creekstone Dr.	06/06/19	Single Family Home with Attached Garage	2,014.00	364,425.00	754.90	200.00		
2019-0213	Main St	06/07/19	Alt/Reno @ First Presbyterian Church	1,170.00	242,000.00	439.50			
2019-0214	285 Cook Rd	06/07/19	Roof over patio at garage	288.00	3,000.00	78.20			
2019-0215	2091 Boies	06/07/19	Shed	600.00	5,000.00	125.00			
2019-0216	375 Grover Rd	06/07/19	roof over existing patio	162.00		59.30			
2019-0217	209 Treehaven Dr	06/10/19	Addition - Sunroom	238.00	30,000.00	148.30			
2019-0218	912 Center St	06/10/19	Prebuilt Shed	288.00		78.20			
2019-0219	32 Longmeadow Dr	06/11/19	Front porch	390.00		93.50			

Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2019-0227	2318 Lapham Rd	06/17/19	Pond		20,000.00	25.00			
2019-0228	720 Main St	06/18/19	Permanent Sign @ East Aurora Village Caf	25.27		60.00			
2019-0229	1457 Underhill Rd	06/18/19	Above Ground Pool with alarm		3,500.00	50.00			
2019-0230	18 Aurora Mills Dr.	06/18/19	Single Family Dwelling with Attached Gar	2,818.00	343,900.00	1036.30	200.00		
2019-0231	568 Linden Ave	06/18/19	Deck	120.00	1,000.00	53.00			
2019-0232	505 Fillmore Ave	06/21/19	Replace rear stairs	28.00	250.00	39.20			
2019-0233	1498 Davis Rd	06/19/19	demolition of block & frame barn	540.00		50.00			
2019-0234	1206 Carriage Dr	06/21/19	Renovation of Master Bath and Closet	100.00	20,000.00	100.00			
2019-0235	7 Creekstone Dr.	06/21/19	Single Family Dwelling with Attached Gar	2,968.00	421,775.00	1088.80	200.00		
2019-0236	65 Paine St	06/24/19	New windows and electrical work			100.00			
2019-0237	460 Prospect Ave	06/24/19	Fence (back yard)			50.00			
2019-0238	2097 Davis Rd	06/25/19	Alteration - dormer/bathroom	87.00	1,000.00	100.00			
2019-0239	128 Pine St	06/26/19	Alteration-opening at kitchen to dining			85.00			
2019-0240	236 Aurora Porterville R	06/26/19	Porch Roof	55.00		43.25			
2019-0241	349 Grover Rd	06/26/19	New Deck with Roof	473.00	3,000.00	105.95			
2019-0242	306 South Grove St	06/27/19	Replace existing front porch	285.00	10,000.00	77.75			
2019-0243	306 Prospect Ave	06/28/19	Pergola on existing patio/deck	144.00	1,000.00	56.60			
2019-0244	982 Center St	06/28/19	New Deck Behind Garage	233.00	8,000.00	69.95			
<b>Total Count:</b>					<b>45</b>	<b>2,467,160.00</b>	<b>10944.30</b>	<b>1000.00</b>	

7B



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

From: Barbara A. Halt, Water Clerk

Monthly Statement – Water Fee Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of June, 2019\_ in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$2,622.37
	Total Received	\$2,622.37

State of New York  
County of Erie  
Town of Aurora

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

*Barbara A. Halt DTC*  
Barbara A. Halt, Water Clerk

Subscribed and Sworn to before me  
this 2<sup>nd</sup> day of July, 2019

*Sheryl A. Miller*  
Notary Public  
SHERYL A. MILLER  
Reg. #01MI6128663  
Notary Public, State of New York  
Qualified In Erie County  
Commission Expires June 13, 2021

Month Year Reported: ----> June 2019  
 Town Name: -----> Town of Aurora  
 Prepared By: -----> Martha L. Librock  
 Date Submitted: -----> Jul, 01 2019

CLERK'S MONTHLY REPORT

7C

TO THE Supervisor:

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

RSC Code	Revenue Description	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	16	693.00	38.28	654.72
200	DOG LICENSE REVENUE	224	2,814.00	2,556.00	258.00
301	MARRIAGE LICENSE	8	320.00	140.00	180.00
303	CERTIFIED MARRIAGE CERTIFICATE	7	70.00	70.00	0.00
602	DEATH CERTIFICATE	3	140.00	140.00	0.00
621	PETITION TO TB FOR REZONING	2	70.00	70.00	0.00
701	DOG CENSUS FEE	13	85.00	85.00	0.00
<b>Report Totals:</b>		<b>273</b>	<b>4,192.00</b>	<b>3,099.28</b>	<b>1,092.72</b>
REVENUES TO SUPERVISOR - CLERK FEES					543.28
REVENUES TO SUPERVISOR - DOG FEES					2,556.00
<b>TOTAL TOWN REVENUES TO SUPERVISOR:</b>					<b>3,099.28</b>
Amount paid to NYS DEC REVENUE ACCOUNTING					654.72
Amount paid to DEPT. OF AG. AND MARKETS					258.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES					180.00
<b>TOTAL DISBURSED TO OTHER AGENCIES:</b>					<b>1,092.72</b>
<b>TOTAL DISBURSED:</b>					<b>4,192.00</b>

July 1 20 19 JAMES J. BARK Supervisor,  
 State of New York, County of Erie, Town of Aurora

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

Subscribed and Sworn to before me this 1st day of JULY 20 19  
Sheryl A. Miller Notary Public

Martha L. Librock  
 Town Clerk

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