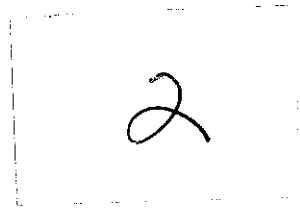


TOWN OF AURORA
LOCAL LAW INTRO. NO. 1-2014
LOCAL LAW -2014



A LOCAL LAW, TO AMEND LOCAL LAW 1-1990 KNOWN AS “THE CODES OF THE TOWN OF AURORA”, ADOPTED BY THE TOWN BOARD OF THE TOWN OF AURORA ON JANUARY 22, 1990, BY AMENDING THE ZONE MAP.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF AURORA AS FOLLOWS:

SECTION 1. LEGISLATIVE INTENT

This Local Law amends a prior Local Law known as “The Town of Aurora Code” adopted by the Town of Aurora on January 22, 1990, as amended, relating to the administrative, legislative and general legislation of Codes within the Town of Aurora as therein set forth. This Local Law will amend the boundaries of the Zone Map to transfer the described property from its present location in a an A and B1 Zoning District to a B1 Zoning District.

SECTION 2. SECTION 116-6, ZONE MAP

Section 116-6(A), Zone Map, of the of the Codes of the Town of Aurora is amended as follows:

The present Zone Map adopted heretofore describing the district boundaries within the Town of Aurora is amended to transfer and place the following described property from its present classification as an A and B1 Zoning District to a B1 Zoning District:

Parcel "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 13, Township 9, Range 6 of the Holland Land Company's Survey bounded and described as follows:

BEGINNING at a point in the center line of Olean Road 951.52 feet northwesterly from the intersection of the center line of Olean Road and the south line of said Lot Number 13 as measured along the center line of Olean Road, said point being the northwest corner of lands conveyed to Edward W. Osgood by deed recorded in Erie County Clerk's Office in Liber 3285 of Deeds at page 100; thence east parallel with the south line of said Lot Number 13, 402.90 feet to a point; thence southwesterly and making a westerly and included angle of 33E 19' a distance of 324.76 feet to a point in the center line of Olean Road 221.62 feet southeasterly of the place of beginning; thence northwesterly along the center line of Olean Road 221.62 feet to the point or place of beginning.

Parcel "B"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 13, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the southeast corner of lands conveyed to Ralph A. Gerstung and his wife by deed recorded in Erie County Clerk's Office in

Liber 7221 of Deeds at page 170; thence northwesterly along the easterly line of lands conveyed to Gerstung as aforesaid and extension thereof 305.14 feet to a point; thence northerly making an interior angle of 164E 28' to the last mentioned line 126.94 feet to the south line of lands conveyed to Ralph A. Gerstung and wife by deed recorded in Erie County Clerk's Office in Liber 7013 of Deeds at page 447; thence easterly along the south line of lands conveyed to Gerstung as aforesaid 447.83 feet to the west line of lands conveyed to the Buffalo and Washington Railway Company by deed recorded in Liber 254 of Deeds at page 523; thence southeasterly along the westerly line of lands conveyed to the Buffalo and Washington Railway Company as aforesaid 246.70 feet to a point; thence southwesterly making an interior angle of 83E 39' with the west line of lands conveyed to Buffalo and Washington Railway Company as aforesaid 378.41 feet to the place or point of beginning, containing 3.03 acres, more or less.

Parcel "C"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Aurora, County of Erie and State of New York, being part of Lot Number 13, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Olean Road 951.52 feet northwesterly from the intersection of the center line of Olean Road and the south line of said Lot Number 13 as measured along the center line of Olean Road, said point being the northwest corner of lands conveyed to Edward W. Osgood by deed recorded in Erie County Clerk's Office in Liber 3285 of Deeds at page 100; running thence northerly along the center line of Olean Road 6.06 feet to the southwesterly corner of lands conveyed to Clarrissa E. Reed by deed recorded in Liber 7614 of Deeds at page 511; running thence easterly along the south line of said lands conveyed to Reed 633.20 to the west line of lands of the

Pennsylvania Railroad; running thence southerly along the west line of the lands of said Railroad, 187 feet to the north line of lands conveyed to Osgood as mentioned aforesaid; running thence westerly along the northerly line of said lands conveyed to Osgood, 858.6 feet to the point or place of beginning.

SECTION 3. RESTRICTION ON USE

The rezoning of the real property described herein is subject to the terms and provisions of an agreement between the Town of Aurora and the record owner restricting the use of the subject property. Said agreement with restrictive covenants shall be recorded in the Erie County Clerk's Office as a condition to the use of the property as rezoned.

SECTION 4. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York Secretary of State.

RESTRICTIVE COVENANT AGREEMENT

AGREEMENT made this ____ day of April, 2014, by and between

DONALD PRESSING, SR.
992 Olean Road
East Aurora, New York 14052

hereinafter referred to as the “Owner”, and

TOWN OF AURORA, A Municipal Corporation
300 Glead Avenue
East Aurora, New York 14052

hereinafter referred to as the “Town”.

WHEREAS, the Owner is the owner of real property located at 992 Olean Road, being conveyed to Donald Pressing, Sr. by Deed dated November 17, 2005 and recorded in the Erie County Clerk’s Office in Liber 11105 of Deeds at page 2239, and

WHEREAS, the Owner has requested the rezoning of property located at 992 Olean Road, East Aurora, New York, being recorded in Liber 11105 of Deeds at page 2239 in the Erie County Clerk’s Office, and

WHEREAS, the Town has approved the amendment to the Zoning Map classifying the subject premises as located in the B1 District of the Town of Aurora Zoning Code, and

WHEREAS, the agreement to rezone the property as indicated is subject to restrictive covenants agreed to between the Town and the Owner,

NOW, THEREFORE, the parties agree as follows:

1. USE: The use of the property shall be limited to the retail sale of new lawn and

garden equipment and repair small engines for residential and store chains, including children's electric scooters.

2. PARKING AND/OR STORING OF MOTOR VEHICLES: No vehicles of whatsoever nature shall be parked between Route 16 and the rear of the house.

3. BUFFERING:

North Line – Extending from the east bounds of Route 16 easterly to a point within 150 feet of the northeast corner of the property located near the existing railroad tracks.

South Line – Extending from the east bounds of Route 16 a distance of 325 feet to a point.

Buffering may include fencing, shrubbery and berms. All proposed buffering must be submitted to the Town for its approval. Approved buffering must remain in place and in good condition subject to inspection by the Town.

4. OUTSIDE STORAGE: There shall be no outside storage, including but not limited to, shipping crates, equipment repairs, parts for tractors or equipment, and unlicensed vehicles. Displays can be set out during business hours.

5. ACCESSORY BUILDING: At the present there is a large enclosed trailer to be used as an accessory building, which use shall terminate and be removed from the subject premises not later than September 1, 2014.

6. NEW BUILDING: A new building will be constructed 50' x 64' with a 3-sided/roof enclosure lean-to type 14' x 50'. Construction must be completed on or before September 1, 2014, subject to inspection by the Town.

7. HOURS OF OPERATION: Business activity will be conducted only between the

hours of 8:00 a.m. to 8:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturday. No hours on Sunday.

8. FARM USE: The parcel identified as Parcel "B" on the amended Zoning Map of the subject premises is limited to the personal use of the Owner in reference to a horse or horses on the property, subject to the limitations of placement of refuse and manure as the Town may determine from time to time.

9. RESTRICTION: The restrictive covenants set forth herein shall run with the land and shall be binding on the Owner, his heirs and assigns.

10. VIOLATIONS: Any violations of the restrictive covenants shall be subject to the prosecution and injunction of the defined uses of the property by action of the Town.

IN WITNESS WHEREOF, the parties have signed this Agreement the date and year first above written.

DONALD PRESSING, SR.

TOWN OF AURORA

By _____ James J. Bach, Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of March in the year 2014 before me, the undersigned, a Notary Public in and for the State, personally appeared DONALD PRESSING, SR., personally known to me or proved 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of March in the year 2014 before me, the undersigned, a Notary Public in and for the State, personally appeared JAMES J. BACH, personally known to me or proved 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public



GA

TEL 716.714.5699 ■ FAX 716.714.5715
411 Main Street, Suite 201 ■ East Aurora, New York 14052

Peter J. Sorgi, Esq. ■ direct line 716.908.3289 ■ psorgi@hopkinssorgi.com

March 20, 2014

Via Personal Delivery

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

**Re: Legacy Polo Grounds LLC v. Town of Aurora, et al
Erie County Index No. 2013-1481**

Dear Town Board:

On behalf of our client Legacy Polo Grounds LLC, this letter is submitted without prejudice, with full reservation of rights and for settlement purposes only.

In accordance with our discussion at the Town Board Work Session held on March 18, 2014, enclosed please find proposed Second Partial Settlement Agreement. It is requested that this matter be placed on the next Town Board Meeting Agenda for vote. Thank you.

Sincerely,

HOPKINS & SORGI PLLC

Peter J. Sorgi, Esq.

cc: Ronald Bennett, Esq., Town Attorney
Martha Librock, Town Clerk
Legacy Polo Grounds LLC
Sean W. Hopkins, Esq.

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LEGACY POLO GROUNDS LLC,

Petitioner,

**SECOND PARTIAL
SETTLEMENT AGREEMENT**

-vs-

Index No. 1481/2013

TOWN OF AURORA,
TOWN BOARD OF AURORA, and
TOWN OF AURORA BUILDING INSPECTOR,

Respondents.

SETTLEMENT AGREEMENT

This Second Partial Settlement Agreement ("Agreement") is entered into as of the _____ day of March, 2014 by and between LEGACY POLO GROUNDS LLC ("Legacy") and TOWN OF AURORA, TOWN BOARD OF AURORA AND TOWN OF AURORA BUILDING INSPECTOR (collectively, "Town") under facts and circumstances summarized by the following recitals:

A. Legacy has commenced the above captioned Article 78 Special Proceeding (the "Article 78 proceeding"). In the Article 78 proceeding, Legacy seeks, *inter alia*, Judgment that it may construct as many single family or two family residential units at the applicable property provided that: 1) the maximum density not exceed 47 units; and 2) that no units encroach onto designated open space. The Town has taken the position, *inter alia*, that Legacy is bound to a combination of single family or two family residential units as set forth in the chart submitted by Legacy's Engineer, attached hereto as Exhibit "A" ("Combination Chart"). Legacy and Town disagree on the legal significance of the Combination Chart, but Legacy and Town both agree that any combination of single family residential units and two family residential units described in the Combination Chart is legally permissible under the Town's approval of the project and under applicable laws.

B. On July 28, 2013, the Town and Legacy entered into a prior Settlement Agreement allowing Legacy to build 15 single family units and 16 two family units specifically because it was combination of units described in the Combination Chart. The approved Settlement Agreement was filed at the Erie County Clerk's Office on June 30, 2013.

C. Legacy has the immediate need to obtain additional building permits for single family units as it has contracts for said units and Legacy has taken the position that it will be financially damaged if said building permits are not issued as soon as possible.

D. The parties seek to execute this agreement as they continue to work together to try and resolve the overall issues that are the subject of the Article 78 proceeding.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which by all parties is hereby acknowledged, Legacy and Town hereby agree as follows:

1. Without prejudice to Legacy's or the Town's position in the Article 78 proceeding, Legacy is able to construct any number of single family units and any number of two family units provided:
 - i. The allowable combinations of single family and two family units is described in the Combination Chart attached as Exhibit "A".
 - ii. The maximum number of units shall be as described on the relevant line of the Combination Chart which may include an amount of total residential units that is less than the maximum permitted density 47 residential units. For example, the Combination Chart allows a combination of 20 single family units and 12 two family unit that would result in a total number of units equal to 44.
 - iii. Immediately upon the execution of this Agreement, Legacy shall be eligible to obtain building permits for single family units and two family units so long as the total number of single family units and two family units is consistent with the Combination Chart attached as Exhibit "A".

2. **Miscellaneous Provisions.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, which is a partial settlement of the Article 78 proceeding. There are no representations, warranties, understandings or undertakings between or among the parties which are not set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and/or assigns. This Agreement shall not be modified, amended or changed except by an agreement in writing signed by each party hereto. All individuals executing this Settlement Agreement represent and warrant that they have the authority to bind their respective entities. The Town Board and Town shall approve this agreement by Resolution of the Town Board with said Resolution to be annexed hereto as Exhibit "B", which is expressly made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and year first set forth above.

LEGACY POLO GROUNDS LLC

Dated: _____

By: _____
Frank A. Chinnici, member

STATE OF NEW YORK)
 ss.:
COUNTY OF ERIE)

On this _____ day of March in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank A. Chinnici, personally known to me or proved 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

TOWN OF AURORA

Dated: _____

By: _____
James Bach, Town Supervisor

STATE OF NEW YORK)
 ss.:
COUNTY OF ERIE)

On this _____ day of March in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared James Bach, personally known to me or proved 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Exhibit A

Possible Combinations of Two-Family Units and Single Family Units on site

| 2 Family | Actual Units | Lot Req. | One Family | Lot Req. | Total Units | Total Area | Area remaining |
|----------|--------------|----------|------------|----------|-------------|------------|----------------|
| 0 | 0 | 0 | 35 | 560000 | 35 | 560000 | 298 |
| 0 | 0 | 0 | 34 | 544000 | 34 | 544000 | 16298 |
| 1 | 2 | 20000 | 33 | 528000 | 35 | 548000 | 12298 |
| 2 | 4 | 40000 | 32 | 512000 | 36 | 552000 | 8298 |
| 3 | 6 | 60000 | 31 | 496000 | 37 | 556000 | 4298 |
| 4 | 8 | 80000 | 30 | 480000 | 38 | 560000 | 298 |
| 4 | 8 | 80000 | 29 | 464000 | 37 | 544000 | 16298 |
| 5 | 10 | 100000 | 28 | 448000 | 38 | 548000 | 12298 |
| 6 | 12 | 120000 | 27 | 432000 | 39 | 552000 | 8298 |
| 7 | 14 | 140000 | 26 | 416000 | 40 | 556000 | 4298 |
| 8 | 16 | 160000 | 25 | 400000 | 41 | 560000 | 298 |
| 8 | 16 | 160000 | 24 | 384000 | 40 | 544000 | 16298 |
| 9 | 18 | 180000 | 23 | 368000 | 41 | 548000 | 12298 |
| 10 | 20 | 200000 | 22 | 352000 | 42 | 552000 | 8298 |
| 11 | 22 | 220000 | 21 | 336000 | 43 | 556000 | 4298 |
| 12 | 24 | 240000 | 20 | 320000 | 44 | 560000 | 298 |
| 12 | 24 | 240000 | 19 | 304000 | 43 | 544000 | 16298 |
| 13 | 26 | 260000 | 18 | 288000 | 44 | 548000 | 12298 |
| 14 | 28 | 280000 | 17 | 272000 | 45 | 552000 | 8298 |
| 15 | 30 | 300000 | 16 | 256000 | 46 | 556000 | 4298 |
| 16 | 32 | 320000 | 15 | 240000 | 47 | 560000 | 298 |
| 16 | 32 | 320000 | 14 | 224000 | 46 | 544000 | 16298 |
| 17 | 34 | 340000 | 13 | 208000 | 47 | 548000 | 12298 |
| 18 | 36 | 360000 | 12 | 192000 | 48 | 552000 | 8298 |
| 19 | 38 | 380000 | 11 | 176000 | 49 | 556000 | 4298 |
| 20 | 40 | 400000 | 10 | 160000 | 50 | 560000 | 298 |
| 20 | 40 | 400000 | 9 | 144000 | 49 | 544000 | 16298 |
| 21 | 42 | 420000 | 8 | 128000 | 50 | 548000 | 12298 |
| 22 | 44 | 440000 | 7 | 112000 | 51 | 552000 | 8298 |
| 23 | 46 | 460000 | 6 | 96000 | 52 | 556000 | 4298 |
| 24 | 48 | 480000 | 5 | 80000 | 53 | 560000 | 298 |
| 24 | 48 | 480000 | 4 | 64000 | 52 | 544000 | 16298 |
| 25 | 50 | 500000 | 3 | 48000 | 53 | 548000 | 12298 |
| 26 | 52 | 520000 | 2 | 32000 | 54 | 552000 | 8298 |
| 27 | 54 | 540000 | 1 | 16000 | 55 | 556000 | 4298 |
| 28 | 56 | 560000 | 0 | 0 | 56 | 560000 | 298 |

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



townclerk

CoB

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

TOWN COUNCIL MEMBERS

Susan A. Friess
sfriess@townofaurora.com

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

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

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

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

DIR. OF RECREATION
Peggy M. Cooke
(716) 652-8866
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

FAX: (716) 652-3507

March 3, 2014

To: Town Board Members

I respectfully request that the Town Board approve Paul Kielich as a regular part time employee, at the pay rate of \$15 an hour. This will be effective as of April 7, 2014.

Sincerely,

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

David M. Gunner
Superintendent of Highways

Agenda 24th

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



towncler

GC

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

TOWN COUNCIL MEMBERS

March 10, 2014

Susan A. Friess
sfriess@townofaurora.com

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

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

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

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

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

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(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507

To: Town Board Members

I respectfully request permission to attend the NYSAWWA 100 years of Safe Drinking Water, New York Water Event. The event dates are May 13-15 2014.

This event is in Rochester NY. This event allows me to accumulate credit hours to maintain my Class D water operator license. New York State requires all municipalities that have public water to have a license holder in their town.

The Cost is:
Hotel-\$250
Conference-\$305

This is a budgeted expense in the water districts under, line 8310.404

I will be taking a Town owned vehicle to the event.

Sincerely,

David M. Gunner
Water Director
Superintendent of Highways

Need 5 hours
By July
30. hours over 3 years

Agenda 24TH

Celebrating 100 Years OF SAFE DRINKING WATER

New York's Water Event

May 13-15, 2014

Rochester Riverside Convention Center

Featuring - Keynote Speaker Dr. Michael McGuire, author of "The Chlorine Revolution" and Special Guests - AWWA President, Jim Chaffee and AWWA Executive Director, David LaFrance

Event Highlights Include:

- Special "Operator's & Administrator's Day"
- Expanded Technical Program
- Expanded Exhibit Hall
- Networking Opportunities
- Monroe County Water Authority Treatment Plant Tour
- Historical Water Museum

Tuesday, May 13

- Now is your chance to get involved by attending a committee meeting!
- Exhibit Hall Grand Opening & Reception: Network and Tour the Expanded Exhibit Hall & Historical Water Museum
- 100th Anniversary Celebration: The 100th Anniversary festivities continue after the Exhibit Hall Grand Opening with Cocktail Hour followed by Dinner! Awards and Recognition will be given and enjoy live entertainment by Cutting Edge Dueling Pianos!!

Wednesday, May 14

- Top Ops, Meter Madness and Best Tasting Water Contests
- Special Student Track and Career Fair
- Young Water Professionals Trivia Night
- Rochester Red Wings Baseball Game (additional cost)

For more information on any of these activities contact Jenny Ingrao at (315) 455-2614.

Attention Exhibitors - Why should you exhibit with us?

Great New Layout featuring lots of options to exhibit large equipment!

Attendees have 6 events in the Exhibit Hall!

PLUS - they can receive a contact hour just for touring and visiting with our Exhibitors!

Easy load-in to Exhibit Hall! Exhibitor Lounge! And more!

For more information visit www.NYSAWWA.org

Spouses Welcome

This event is spouse friendly with a reduced rate of only \$40, which allows your spouse to attend the receptions, exhibit hall, and 100th Anniversary Celebration. We encourage you to bring your spouse to be a part of our 100th Anniversary Celebration!

Optional Spouse Activities

- Tuesday, May 13 - Complimentary transportation to Rochester's famous Lilac Festival
- Wednesday, May 14 - 2 Options to choose from -
 - Option 1 - Pittsford shop/dine (on your own) -AND- Casa Larga Vineyards tour/tasting - \$10
 - Option 2 - Erie Canal Boat Tour (lunch included) -AND- Casa Larga Vineyards tour/tasting -\$40

For information visit www.NYSAWWA.org

Program at a Glance

Tuesday, May 13, 2014 -- 9 a.m. Registration Opens

| | | | |
|-----------------------|---|--|--|
| 1:00 p.m. - 2:30 p.m. | Session 1: Opening Session with keynote address | | |
| | Session 2: Water Treatment | Session 3: Sustainability | |
| 2:45 p.m. - 3:15 p.m. | Introduction of DAF to America | Envision for Sustainable Water Infrastructure | |
| 3:15 p.m. - 3:45 p.m. | Relevance of Direct Filtration in Today's World of Technology | Energy Savings through Pump Refurbishment & Coating | |
| 3:45 p.m. - 4:15 p.m. | Adapting Conventional Water Treatment | A Sustainable Holistic Approach to Maintaining Water Quality | |
| 4:15 p.m. - 4:45 p.m. | Comparison of FeCl ₃ & PACl in the areas of Filter Performance, etc. | Climate Change & Water Treatment | |
| 5:00 p.m. - 6:30 p.m. | Exhibit Hall Ribbon Cutting/Reception | | |
| 6:30 p.m. - 10 p.m. | Banquet | | |

Wednesday, May 14, 2014 -- 6 a.m. Registration Opens; Exhibit Hall Hours 9:30 a.m. - 6 p.m.

| | | | |
|-------------------------|---|---|--|
| 7:30 a.m. - 8:30 a.m. | Awards Breakfast | | |
| 8:30 a.m. - 9:30 a.m. | Session 4: NYSDOH Regulatory Update | | |
| 9:30 a.m. - Noon | Session 5: Monroe County Water Authority Tours - pre-registration required | | |
| | Session 6: History of Water | Session 7: Construction | Session 8: Safety & Operations |
| 9:30 a.m. - 10:30 a.m. | History of Water Rates | 6 Decades in the Making: MCWA Eastside Water Supply Project | Planning for Emerging Threats |
| 10:00 a.m. - 10:30 a.m. | | Design & Construction of 100-MGD Raw Water Intake Tunnel | Considering the Human Side of SCADA |
| 10:30 a.m. - 11:00 a.m. | Break in the Exhibit Hall | | |
| 11:00 a.m. - 11:30 a.m. | New York City Water: Reliable Delivery: Past, Present, Future | Non-OEM Rehabilitation of a 17 MGD Packaged Treatment Plant | Protecting Safety w/ High Solids Linings for Water Storage Tanks |
| 11:30 a.m. - Noon | History of Rochester Water | Activation of City Water Tunnel | Expanding your GIS using Mobile Technology |
| Noon- 1:30 p.m. | Lunch in the Exhibit Hall | | |
| | | Session 11: Young Water Professionals | Session 12: Groundwater |
| 1:30 p.m. - 2:00 p.m. | Session 9: Top Ops | Assessing Water Risk at a Utility-Scale | Groundwater under Direct Influence of Surface Water |
| 2:00 p.m. - 2:30 p.m. | | NYC Water Demand Management Plan | Small Water Systems Recovery from Natural Disaster |
| 2:30 p.m. - 3:00 p.m. | Break in the Exhibit Hall | | |
| 3:00 p.m. - 3:30 p.m. | Session 10: MAC presentations History of City of Troy Water & The Evolution of Upstate Water Authorities: Past, Present & Future | White Plains Microfiltration Plant Upgrade | When "Simple" Iron Removal Isn't Simple |
| 3:30 p.m. - 4:00 p.m. | | Planning & Coordination of a Water Reservoir Rehab Project | Hydraulic Fracturing & Groundwater Protection |
| 4:00 p.m. - 4:30 p.m. | Contests: Meter Madness & Best Tasting Water in Exhibit Hall | | |
| 4:30 p.m. - 6:00 p.m. | Reception in Exhibit Hall | | |

Thursday, May 15, 2014 -- 7 a.m. Registration Opens; 8 - 9 a.m. Breakfast in Exhibit Hall; Exhibit Hall Hours 8 a.m. - Noon

| | | | |
|-------------------------|--|--|--|
| | Session 13: Disinfection | Session 14: Storage & Distribution | Session 15: Management |
| 9:30 a.m. - 10:30 a.m. | New Ozone Technology-Improve Performance & Cost Savings | What's Your Water Age? | AWWA Utility Management Standards |
| 10:00 a.m. - 10:30 a.m. | Calcium Hypochlorite: Fact or Fiction | Mixers & Aeration Systems: Do These Affect my Tank? | The Nut Island Effect |
| 10:30 a.m. - 11:00 a.m. | Break in the Exhibit Hall | | |
| 11:00 a.m. - 11:30 a.m. | Start-up & Operation of the Cat-Del UV Disinfection Facility | Leak Stabilization of the Delaware Aqueduct | Managing Generational Differences in a Utility's Workforce |
| 11:30 a.m. - Noon | A Comparison of Chemical Disinfection Pump Technologies | Rehabilitation of 100-year-old Shale Water Supply Tunnel | Effective Water Conservation Planning |

**TOWN HIGHWAY SUPERINTENDENTS
ASSOCIATION OF ERIE COUNTY, INC**
ERIE COUNTY, NEW YORK
INTER-MUNICIPAL
HIGHWAY SHARED SERVICES AGREEMENT
ORIGINAL --- 2013
SPONSORED BY THE
TOWN HIGHWAY SUPERINTENDENTS ASSOCIATION
OF ERIE COUNTY

6D

THIS DOCUMENT WAS PREPARED BY THE TOWN HIGHWAY
SUPERINTENDENTS ASSOCIATION OF ERIE COUNTY
COMMITTEE:

- FREDERICK J. PIASECKI, JR. - ORCHARD PARK
- EDWARD J. MICHALSKI - EVANS
- MICHAEL J. ZYWAR - WALES
- RONALD A. MAGGS - EDEN
- PATRICK G. LUCEY - THSAEC

Page 1 of 4

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:
 - A. "Municipality" shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.
 - B. "Designated Filing Agent" shall mean the clerk of said municipality.
 - C. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
 - D. "Shared Service" shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:
 - i. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators;
 - ii. The providing of a specific service;
 - iii. The maintenance of machinery or equipment.
 - E. "Superintendent" shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.
2. The Town or Village of _____ has caused this agreement to be

executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Town or Village clerk.

3. The Town or Village of _____ by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

A. The Town or Village of _____ agrees to rent or exchange or borrow from any municipality any and all materials, machinery, and equipment, with or without operators, which it may need for the purposes of the Town. The determination as to whether such machinery, with or without operators,
Page 2 of 4

is needed by the Town, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.

B. The Town or Village of _____ agrees to rent, exchange, or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or material is available for renting, exchanging, or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the best interests of the Town to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of the material or supplies loaned to another municipality under this agreement may be returned to the Town in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

C. The Town or Village of _____ agrees to repair or maintain machinery or equipment for any municipality under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

D. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

E. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

F. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.

G. Each municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.

4. In the event machinery or equipment is being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an

employee of the borrowing, receiving, or renting municipality, such municipality shall be responsible for such repairs.

Page 3 of 4

5. Any municipality which is party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty (30) days of such revocation.

6. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Town budget for highway purposes.

7. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this contract to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portions so modified or eliminated.

8. This contract shall be reviewed each year by the Town Board or Trustees and shall expire five (5) years from the dates of its signing by the Town Supervisor or Mayor. The Town or Village may extend or renew this contract at the termination thereof for another five (5)-year period.

9. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the superintendent of the municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the superintendent.

IN WITNESS THEROF, the said The Town or Village of _____ has by order of the Town Board or Trustees, caused these presents to be subscribed by the Town Supervisor or Mayor, and the seal of the Town to be affixed and attested by the Clerk thereof, this _____ day of _____, 20_____.

Town or Village of _____

By: _____

Supervisor or Mayor, Town or Village of _____

Attest: _____

Town Clerk, Town or Village of _____

Page 4 of 4

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



TOWN CLERK

townclerk

GE

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

TOWN COUNCIL MEMBERS

Susan A. Friess
sfriess@townofaurora.com

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

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

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

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

DIR. OF RECREATION
Peggy M. Cooke
(716) 652-8866
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

FAX: (716) 652-3507

March 6, 2014

AGENDA 24TH

To: The Town Board

I respectfully request that the Town Board approve sending Sheryl Harris, Elizabeth Deveso and David Thomason to the dog control seminar in Webster, NY from April 29th-30th. The registration fee is \$65 a person. We will need three rooms for one night at the government room rate of \$50 a room. We will also be taking a Town vehicle to the seminar. Seminar expenses will be paid out of the DCO budget line A 3510.404

Sincerely,

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

David M. Gunner
Superintendent of Highways

*Registration fee: \$65.00 per person
Includes: morning coffee & snack
and lunch both days.*

*Checks/money orders payable to
Webster Town Clerk*

**Copy this registration form
and mail with payment to:**

**Webster Town Clerk
Re: Annual Control Seminar
1000 Ridge Road
Webster, New York 14580**

REGISTRATION FORM

Name _____

Agency: _____

Address: _____

Phone: _____

E-Mail: _____

**Please submit
registration before
April 18, 2014**

**Payment of the
seminar fee must be
made at the time of
registration. No
registrations will be
accepted at the door.**

Lodging is available at the
government rate of \$50.00/night.
Call and speak to Adrienne at the
Super 8 - Very close, nice and
clean!!

Super 8 Webster

2450 Empire Blvd

Webster, NY 14580

Phone: 585-671-6990

Fax: 585-671-7494

**TOWN OF WEBSTER
ANIMAL CONTROL UNIT**

In cooperation with

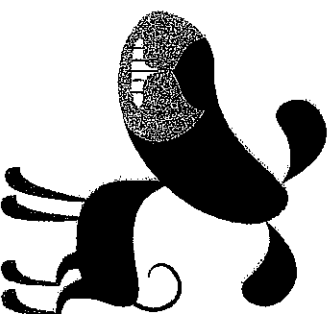
**NYS DEPARTMENT OF
AGRICULTURE and MARKETS**

PRESENTS

**ALMOST EVERYTHING
YOU EVER WANTED TO
KNOW ABOUT ANIMAL
CONTROL... BUT WERE
AFRAID TO ASK... VIII**

**APRIL 29 - APRIL 30
2014**

**West Webster Fire Station #1
1051 Gravel Rd Webster, NY
14580**



SEMINAR SCHEDULE

TUESDAY APRIL 29

8:30 – 8:45 am COFFEE, JUICE & SNACKS

8:45 – 9:00 am WELCOME!!!

TOPICS TO BE COVERED

Animal Behavior / Where Dog Breeds Attack by Bob Minchella

Personal Protection / Defense Tactics / Crisis Intervention by Webster Police Officers

PARVO VIRUS

NYS Ag & Mkts inspections of DCOs and Shelter Operations – Are you in compliance?

NYS Dept of Ag & Mkts latest Updates of Animal Laws

Enforcement of Article 7 / Criminal and civil Procedures by Rick Arnold, esq., NYS Dept of Ag & Mkts Counsel's Office

WEDNESDAY APRIL 30

7:30 – 8:00 am COFFEE, JUICE & SNACKS

TOPICS TO BE COVERED

NYS Health Dept Rabies Reporting and Procedures by Eric Ammerman, Senior Public Health Sanitarian

Dangerous Dog Laws & Court Procedures by Webster Town Attorney

Animal Handling / Dangerous Dogs

Case Reports / Citation Preparation

NYS DEC Wildlife Updates

Using or Handling Social Media / Friend of Foe?

THE SCHEDULE IS SUBJECT TO CHANGE AS WE ARE STILL SECURING SPEAKERS FOR THE SEMINAR. BE PREPARED TO STAY THROUGHOUT THE TWO DAYS OR YOU MAY MISS A TOPIC THAT INTERESTS YOU.

FOR MORE INFORMATION:

call or e-mail

Tom Link, ACO
link@ci.webster.ny.us
Phone: 585-872-7009

or

Patricia Famiglietti, LVT AHJ
patricia.famiglietti@agriculture.ny.gov
Cell phone: 585-261-5844

Directions: from the east or west Take Rt. 90 (NYS Thruway) to exit 45 or 47. Take Rt. 490 toward Rochester to exit 21 onto Rt. 590 north. Take exit 8 for Empire Blvd (Rt. 404) toward Webster. Turn right at Empire Blvd (Rt. 404). Go 3.3 miles. Fork left at Gravel Rd (just past The Nutcracker Restaurant). Go ¼ mile on Gravel Rd. The Firehouse is on the left!

From the south take Rt. 86, Rt. 15 or Rt. 17 to Rt. 390 North to Rt. 590 north. Then follow directions above from Route 590 north.

GF

4708 Transit Road
Depew, NY 14043
February 26, 2014

Town of Aurora Board
300 Gleed Street
East Aurora, NY 14052
Attn: Martha Libroek

Dear Town of Aurora Board,

I, Kathy Burr, am requesting permission to be an out of district water customer. I will be building a house on a lot to the left of 225 Beech Road, Town of Aurora.

Thank you for your consideration.

Sincerely yours,

Kathy Burr

Kathy Burr

RECEIVED

FEB 27 2014

TOWN OF AURORA
TOWN CLERKS OFFICE

Miscellaneous Notes

- (M1)** Spot elevations shown on this plan may be shown out of scale for clarity.
- (M2)** Dimensions on this plan are expressed in feet and decimal parts thereof unless otherwise noted. Bearings are referred to true magnetic declination and are used to describe angles only. Bearings were found at points where indicated.
- (M3)** Unpublished Alteration or Addition to this Survey Map is a Violation of Section 7229 Provision 2 of the New York State Education Law.
- (M4)** This Survey Map was prepared without the benefit of an up-to-date abstract of title and is subject to any state of facts that may be revealed by an examination of such.
- (M5)** THIS MAP IS NOT VALID WITH AFFIDAVIT OF NO CHANGE

Legend of Symbols & Abbreviations

| | | | |
|----------------|----------------|-------------------|-------------------|
| N | North | S | South |
| E | East | W | West |
| Road | Center Line | Property Boundary | Property Boundary |
| Highway | Right of Way | Line of Record | Line of Record |
| Water | Water | Right of Way | Right of Way |
| Spot Elevation | Spot Elevation | Highway | Highway |
| ... | ... | ... | ... |

One Inch = 43,500.0 Feet
 One Foot = 304.8 Millimeters
 One Meter = 39.3701 Inches
 One Kilometer = 0.621371 Miles

Freeman and Freeman Land Surveyors

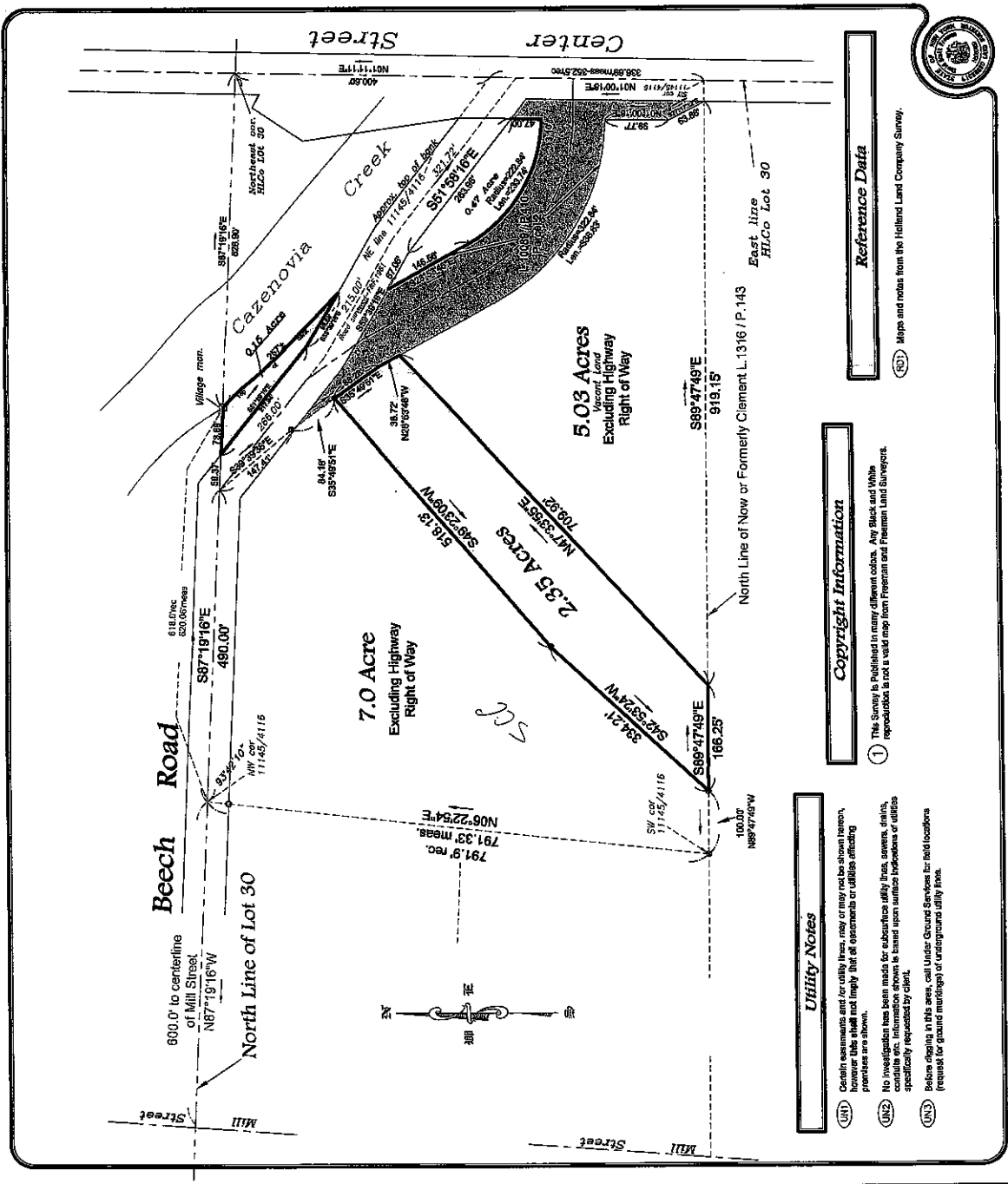
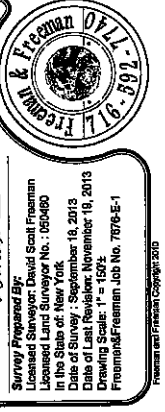
Resurveying the Holland Land Company for the 21st Century
 10335 Orange Road - Greenwood, N.Y. 14208
 Phone: (716) 828-7740, Fax: (716) 828-4087

Survey
 Being Part of
 HLC Lot 80 Twp 9 Rge 6
 Holland Land Company Survey
 Town of Aurora
 Erie County, New York

Surveyors
 Kathy Bury, Field and Klawon, Attorneys,
 Chicago Title Ins., Boylan Circle LLP,
 C. Petronic Family, L.P.

Surveyed by: _____
 This certificate does not extend to subsequent owners, mortgages, or encumbrances unless the survey has been accepted for the purpose by the surveyors. The instrument is not subject to recording under the New York State Recording Law unless specifically requested by client.

Survey Prepared By:
 Licensed Surveyor David Scott Freeman
 License No. 0659400
 15625 North Street
 Tonawanda, NY 14260
 Date of Survey: September 18, 2013
 Date of Last Revision: November 18, 2013
 Drawing Scale: 1" = 150'
 Freeman & Freeman Job No. 7076-E-1



Reference Data

- (RD1)** Maps and notes from the Holland Land Company Survey.

Copyright Information

- (C1)** This Survey is Published in many different colors. Any Black and White reproduction is not a valid map from Freeman and Freeman Land Surveyors.

Utility Notes

- (U1)** Certain easements and/or utility lines, may or may not be shown hereon, however this shall not imply that all easements or utilities affecting premises are shown.
- (U2)** No investigation has been made for subsurface utility lines, sewers, drains, conduits etc. Information shown is based upon surface indications of utilities specifically requested by client.
- (U3)** Before digging in this area, call Under Ground Services for field locations (request for ground markings) or underground utility hook.

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



towncle

GG

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

MEMO

TO: Town Board

FROM: Jim Bach
Kathleen Moffat

RE: Employee Status Change

DATE: 03/19/14

Approval is requested for the following:

- Change Dan Hochadel's title from Laborer RPT to Laborer FT, effective April 1, 2014
- Authorize the use of Dan's 6+ years of PT service as his probationary period, confirming his eligibility date for benefits to be the same as his FT effective date

**Municipal
Solutions, Inc.**
Municipal Financial Advisors

6H

James J. Bach, Supervisor
Town of Aurora
300 Gleed Avenue
East Aurora, NY 14052

February 3, 2014

Dear Mr. Bach:

Municipal Solutions, Inc. is pleased to submit this updated proposal for the Town of Aurora's consideration and approval.

The proposal is divided into the following parts:

- I. Bond Anticipation Note Borrowings
- II. Long-term Serial Bond Borrowing
- III. Disclosure Update Document
- IV. General Financial Services

I. Bond Anticipation Note Borrowings

The following items will be completed under this portion of the contract, if appropriate:

- 1) Plan a cash flow for the borrowing in compliance with the regulations contained in the Tax Reform Act of 1986.
- 2) After cash flow completion, advise on the amount of the issue, timing of the sale and plan the optimum maturity date for the annual payment of the notes.
- 3) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 4) Apply for municipal note insurance.
- 5) Prepare a Notice of Sale to be used in the advertisement of the sale and, if over \$1,000,000, prepare an Official Statement.
- 6) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 7) Conduct the BAN sale and make recommendation on the award of the lowest net interest cost bid.

*Municipal Solutions, Inc. is a Member of the National Association of Independent Public Financial Advisors
and a New York State Certified Women-Owned Business Enterprise*

83 Myrtle Street, LeRoy, NY 14482 Phone: 585-768-2136 Fax: 585-768-2133
2528 State Route 21, Canandaigua, NY 14424 Phone: 585-394-4090 Fax: 585-394-4092
www.municipalsolution.com

- 8) Post sale results to Municipal Solutions' website.
- 9) Coordinate the preparation of BAN documents and the closing of the issue with bond counsel/Town attorney and the successful bidder.
- 10) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 11) Coordinate necessary arrangements for the note closing with the purchaser of the notes.
- 12) Attend the closing.

The charge for a note borrowing /renewal that is under \$499,000 and does not include the preparation of an Official Statement will be \$1,250 plus expenses.

The charge for a note borrowing / renewal that is between \$500,000 - \$999,000 and does not include the preparation of an Official Statement will be \$1,900 plus expenses.

The charge for a note borrowing / renewal under \$10,000,000 which includes the preparation of an Official Statement will be \$4,500 plus expenses and printing fees.

II. Long-term Serial Bond Borrowing

The following items will be completed under this portion of the contract, if appropriate:

- 1) Advise on the timing and amount of the bond issue.
- 2) Prepare various maturity schedules so that Town officials may select the appropriate one for repayment of the borrowed funds.
- 3) Plan the optimum maturity date for the annual payment of the bonds.
- 4) Coordinate Board adoption of the bond resolution and other legal documents that may be required.
- 5) Complete a time-frame calendar for all items to be completed in connection with the sale.
- 6) Prepare an Official Statement and Notice of Sale to be used in the advertisement of the issue in compliance with the official compilation of codes, rules and regulations of the NYS Comptroller and the NYS Local Finance Law, and coordinate with bond counsel.
- 7) Complete the required debt statement and file with the State Comptroller.
- 8) Apply for a credit rating.
- 9) Apply for municipal bond insurance.

- 10) Prepare and convert Notice of Sale and Preliminary Official Statement files and upload to Municipal Solutions' website for electronic transfer to underwriters.
- 11) Arrange for the location and time of the sale. This would include qualifying the issue to receive bids electronically using the IPREO electronic bidding platform, conducting the sale and making a recommendation on acceptance of the bids.
- 12) Post sale results to Municipal Solutions' website.
- 13) Coordinate the use of book-entry bonds.
- 14) Prepare, convert and arrange for distribution of the Final Official Statement to the required officials.
- 15) Arrange for the printing and delivery of the bonds.
- 16) Coordinate closing arrangements with the purchaser of the bonds and other appropriate officials.

The charge for a bond that is under \$499,999 and does not include the preparation of an Official Statement will be \$1,900 plus expenses.

The charge for a bond that is between \$500,000 and \$999,999 and does not include the preparation of an Official Statement will be \$3,500 plus expenses. If a Statement of Selected Financial and Operating Information is required, the fee will \$4,500.

The charge for a bond that is under \$10,000,000 and includes the preparation of an Official Statement will be \$8,500 plus expenses and printing fees.

III. Disclosure Update Document

The following items will be completed under this portion of the contract, if appropriate:

- 1) Annual preparation of a Continuing Disclosure Statement.
- 2) Transmission of the Continuing Disclosure Statement to Town officials for comment and/or approval.
- 3) Filing of the Continuing Disclosure Statement to the Municipal Securities Rulemaking Board's EMMA website.

The fee for this service will be \$1,800 per year including reimbursable expenses.

IV. General Financial Services

General financial services that we provide that are not included in this contract and can be made available to the Town upon request include:

- 1) Filing of Material Event Notices on the MSRB EMMA website, including bond insurer downgrades, will be filed within 10 days of each event per SEC Rule 15c2-12 at a fee of \$90 for each filing.

The following will be billed at a rate of \$115 per hour plus reimbursable expenses:

- 2) Attend construction or other meetings and prepare reports on financial matters of the Town, as required.
- 3) Assist the Town in the preparation of financial information that may be used for public discussion or presentation to the bond rating agencies.
- 4) Assist in the development of an operating budget, cash flow and operating expenses and offsetting revenue forecasts.
- 5) Provide bookkeeping services in accordance with New York State Uniform System of Accounts for the project and monthly Balance Sheets, Revenue Detail and Expenses Detail reports to the Town.
- 6) Coordinate the completion of a single audit with a qualified auditor as required by Federal agencies.
- 7) Complete applications to exclude sewer, electric, or other debt from Town's Constitutional debt limit.
- 8) Provide other financial consulting services as may be requested by the Town.

All billings will include expenses which are defined as copies, postage, mileage, travel, telephone conference call charges and, if applicable, Official Statement printing and website fees, as well as any other incidental costs in connection with the project. Mileage will be charged at the prevailing IRS rate.

If there are services performed beyond the scope of the project, or if the project ceases for any reason, an invoice for work completed will be due at the rate of \$115 per hour plus expenses. Invoices will be submitted periodically.

Municipal Solutions, Inc. is a certified Women Business Enterprise through the New York State Department of Economic Development.

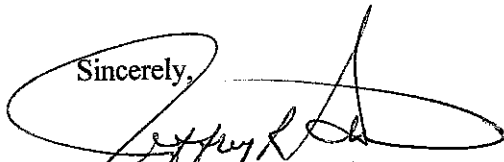
Municipal Solutions, Inc. is registered as a recognized municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rule Making Board (MSRB) as mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act). A copy of the MSRB Certificate of Current MSRB registration is enclosed for your records.

We at Municipal Solutions, Inc. take much pride in our competent and friendly staff. We strive to look out for our clients' welfare above and beyond what our contracts call for. We do our very best to keep costs down and we pass any savings realized back to our clients. We believe in honesty, integrity and being as fair to our clients as we would want others to be with us. If you have any concerns that are not addressed in this contract, we would be happy to discuss them with you at your convenience.

This contract will remain in effect for 24 months. Upon acceptance of this proposal, please execute both copies and return one to our Canandaigua office located at 2528 Route 21, Canandaigua, New York 14424.

If you should have any questions concerning this proposal, please do not hesitate to contact me. We look forward to our continued working relationship with the Town.

Sincerely,



Jeffrey R. Smith, President
CIPFA

JRS/caa

**Town of Aurora, New York
Contract Dated February 3, 2014
General Financial Services
Accepted by:**

Signature: _____

Name/Title: _____

Date: _____



TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

300 Glead Avenue
East Aurora, New York 14052
Fax (716) 652-5646
Office (716) 652-8866
recreation@townofaurora.com
www.aurorarec.com

GI

To: Town Board
From: Peggy Cooke
Date: 3/11/14
Re: Baseball Trophies

Approval is requested to purchase trophies from Ad Manufacturing, the lowest quote per piece. \$4.30 and \$4.50. Currently the total is \$1253 but that could change a bit by order date. The funds have been budgeted to A7310.440.2 baseball supplies for youth trophies and A7620.400.2 for Aktion Club.

Quantity to be ordered per size:

Youth:

169 - 10"
52 - 12"

Aktion Club:

65 - 12"

| | <u>Price per trophy</u> | | <u>Total</u> |
|--------------------------|-------------------------|-------------|----------------|
| | <u>10"</u> | <u>12"</u> | |
| Ad Manufacturing* | 4.30 | 4.50 | 1253.20 |
| Crown Trophies | 5.45 | 5.95 | 1617.20 |
| Trophy Depot | 5.40 | 5.90 | 1608.75 |

* Please note that we are getting an exceptional price from AD Manufacturing simply because we have been ordering from them for so many years. See email attached.

Peggy Cooke

From: Andrew <andrew@adtrophy.com>
Sent: Monday, March 10, 2014 3:41 PM
To: Peggy Cooke
Subject: Re: order

Hi Peggy

Below are the prices for the baseball trophies, they will be the same as last year

12" trophy \$4.50 each
10" trophy \$4.30 each

Please call me if you have any questions
Thanks
Andrew Karmitz
AD Trophy
800 841 6790

----- Original Message -----

From: Peggy Cooke
To: Andrew
Sent: Monday, March 10, 2014 3:14 PM
Subject: RE: order

Hello Andrew – Could you give me a quote for trophies this year? Quantity is attached. Last year we paid \$4.30 and \$4.50.
Thank you,
Peggy

From: Andrew [mailto:andrew@adtrophy.com]
Sent: Wednesday, July 24, 2013 1:06 PM
To: Peggy Cooke
Subject: Re: order

Hi Peggy

We can ship these tomorrow so that you have them on Monday
Call me with any questions

Andrew Karmitz
AD Trophy
800 841 6790

----- Original Message -----

From: Peggy Cooke
To: sales@adtrophy.com
Sent: Wednesday, July 24, 2013 1:04 PM
Subject: order

I would like to order the following for the Town of Aurora Parks and Recreation. I am using a variety of leftover trophies from the past years, so I need mostly engraved plates and only 6 trophies. Is there any chance that I could have these by Monday, July 29?



Follow @TrophyDepot Trophy Depot

Item # or Keyword

Cart Empty

[HOME](#) • [JOIN OUR EMAIL LIST](#) • [REQUEST FREE CATALOG](#)

[AWARDS](#) | [SPORTS](#) | [CUSTOM](#) | [CORPORATE](#) | [DEALS](#)

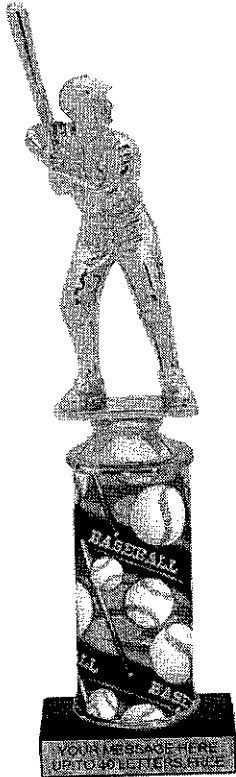
Welcome, Guest [Sign in](#)

[TROPHIES](#) | [MEDALS](#) | [PLAQUES](#) | [CRYSTAL AWARDS](#) | [ACRYLIC AWARDS](#) | [RESIN TROPHIES](#) | [CUPS](#) | [NEW](#)



NEED HELP?

Trophy Depot Traditional Trophies 10-12 Inch Traditional Trophies on Marble Bases



10-12 Inch Traditional Trophies on Marble Bases

Details: Available in 3 Sizes: (heights may vary with figurine choice)

- 10 inches
- 11 inches
- 12 inches

Customize this trophy:

Choose your figure, choose your column, choose your base color

Genuine Marble Base Size:

2 x 3 x .75 inches

Engraving Plate Size:

0.6 x 2.65 inches

Need additional plates? use item# EP31

Engraving: FREE up to 40 letters

| SIZE & ITEM | 1+ | 9+ | 49+ | 100+ | 250+ |
|----------------|--------|--------|--------|---------------|--------|
| 10 inch T10 | \$6.90 | \$6.40 | \$5.90 | \$5.40 | \$4.90 |
| 11 inch T11 | \$7.20 | \$6.70 | \$6.20 | \$5.70 | \$5.20 |
| 12 inch T12 | \$7.40 | \$6.90 | \$6.40 | \$5.90 | \$5.40 |

Order Delivery Date

See when your order will arrive.

Medals ship same day!

In-stock medals ship **SAME DAY** complete with engraving.

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- [Store Policies](#)
- [Payment Types](#)
- [Engraving Policies & Instructions](#)
- [Frequently Asked Questions](#)
- [Testimonials](#)
- [Privacy Policy](#)
- [Site Map](#)
- [Contact Us](#)

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Email:

Sales or Product Questions:
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