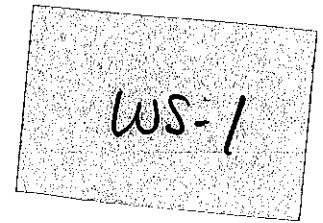


JUNE 17 work session



2014 HAZMAN HHW EVENT PROPOSAL

FOR MUNICIPALITIES

Updated February 12, 2014

Hazman
177 Wales Ave.
Tonawanda, NY 14150
(716) 998-8703
www.hazmanusa.com

Prepared by Sarah Hrywnak
Event Coordinator
(716) 628-5656
shrywnak@esgenv.com



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General Information

The Environmental Service Group (ESG) est. 1986

177 Wales Ave. Tonawanda, NY 14150

Ph: (716) 695-6720 ext. 104

Fx: (716) 695-0161

Services & Experience

- Hazardous waste transportation and disposal
- Construction remediation
- Non-hazardous material recycling
- Industrial cleaning
- Technical lab-pack services
- Environmental audits
- Household hazardous waste events

Up until now, most of ESG's experience has been working for industrial companies, large to small, the federal and state government, and municipalities. Over the years, ESG has received many inquiries from desperate local residents looking to dispose of their household hazardous waste responsibly. To meet the needs of the local residents, ESG created "Hazman."

About Hazman

- "Hazman" Hazardous Waste Management for Your Home & Business
- Permitted in December of 2011 to accept materials from homeowners and CESQG
- Drop-off Center Location: 177 Wales Ave. Tonawanda, NY 14150
- Drop-off Center Hours: Monday – Friday 8am-4pm. Afterhours and Saturdays by appointment.
- Acceptable Materials:
 - o non-hazardous paint & adhesives
 - o flammable paints & liquids
 - o electronics
 - o aerosols
 - o misc. cleaners
 - o gasoline
 - o misc. oils
 - o electronics
 - o batteries
 - o over-the-counter drugs
 - o herbicides & pesticides
 - o mercury
 - o fluorescent light bulbs
 - o propane, butane & helium tanks
 - o tires
 - o fire extinguishers
 - o thermostats
 - o thermometers
 - o refrigerators
 - o freezers
 - o air conditioners
- Final Destination: Varies greatly, depends on material
- Price: Materials priced upon delivery
- Pick-ups available (Pick-up fee based on distance from Hazman facility)
- Design customized HHW programs or events for organizations and municipalities (Event fee varies)

Hazman Accomplishments

Hazman has found that the public's reaction has been nothing but relief – knowing that their HHW finally has a convenient place to be accepted for safe handling and recycling. Based on the marketing data collected – Hazman's innovative HHW Services are fulfilling a much needed services for the community and the environment. Hazman collected over 75 tons of household hazardous waste in 2013 year, over 65 tons between the months of June and the end of the year.

Proposed Household Hazardous Waste Collection Event

Date: TBD

Time: 8am – 12pm

Location: TBD

Event Preparation

1. Hazman will provide a printed ad to be shared with employees. Including:
 - a. General event information – date, time, location, etc.
 - b. Pre-registration instructions
 - c. List of acceptable items
2. Hazman will obtain all necessary NYSDEC permits and approvals for the Event.

Day of Event

1. Hazman staff will be required to comply with full NYSDEC requirements and safety procedures
2. Hazman staff will be on site at approximately 1 hour before start-time for event preparation; including laying out signage, spill kits, traffic cones, etc.
3. Acceptable Items:

| | |
|---------------------------|---------------------------------|
| o Latex Paint | o Anti-freeze |
| o Oil Based Paint | o Misc. Oils |
| o Flammable Liquids | o Household Batteries |
| o Aerosols | o Herbicides / Pesticides |
| o OTC Drugs | o Propane, butane, helium tanks |
| o Misc. Cleaners | o Fluorescent Light Tubes |
| o Gasoline | o Fire Extinguishers |
| o Mercury (1 lb. minimum) | o Electronics |
| o Thermometers | o Thermostats |
| | o Tires |
4. Unacceptable Items:
 - o Explosives/Ammunition
 - o Smoke Detectors
 - o Prescription Drugs
 - o Infectious waste
 - o Construction and demolition debris
5. Unknowns will be tested on-site.

Working With Hazman

There is now a NYSDEC Mobile Household Hazardous waste Permit available; giving Hazman the ability to efficiently organize multiple household hazardous waste drop-off sites in various locations over the course of the year. With your support in public relations, Hazman extends the invitation to work side-by-side, giving your employees the opportunity to use our services directly, both supporting a local business and responsibly disposing their household hazardous waste. Being a private enterprise, Hazman services are easily customizable to the municipality's environmental needs and budget.

Option 1: Traditional Event - Pricing Structure

❖ Hosting Fee – Based on the estimated number of participants

• Hosting Fee includes:

- Event Preparation and Coordination
- Event Promotion and Advertizing
- Pre-Event NYSDEC Permit & Post Event NYSDEC Report
- Event set-up and take down
- Event Staff - 4 Trained Hazman Employees (40 Hr. HAZWOPER certified and D.O.T. trained)
- Sorting and Packaging of all HHW accepted for Transportation (Materials Included)
- Manifesting and Transportation of all HHW from Event to The Environmental Service Group (ESG) – Household Hazardous Waste Storage Facility for consolidation and Recycling of all HHW accepted

❖ Disposal Fee – Based on volume of materials

• \$0.00 / lb

- electronics

• \$0.45 / lb

- flammable liquids
- paints, sludges and solids
- batteries
- propane cylinders
- tires
- gasoline
- antifreeze
- pesticides / herbicides
- misc. oils

• \$1.00 / lb

- fluorescent bulbs
- aerosols

• \$15.00 / lb

- mercury, acids and bases

❖ The municipality will be responsible for enforcing the maximum number of participants, if they choose to do so.

Option 2: Mobile Hazman Event Outline (Using Hazman Boxes)

1. Hazman Boxes will be sold to the municipality to be purchased by residents.
2. Letter to residents with guide lines and instructions will be sent out prior to recycling day.
 - This letter will include:
 - i. a number to call for resident to sign up to participate - with or without a box
 - ii. pricing and procedures for specialty items and additional items brought to event outside of the Hazman Boxes
 - iii. where Hazman boxes will be accepted if resident misses HHW event
3. The number of inquiries will be given to Hazman 1 week prior to event so that Hazman can properly staff the event.
4. Full Hazman Boxes will be collected from residents by Hazman HHW Collection Day
 - Residents will be required to comply with full Hazman Box requirements and safety procedures
 - i. Hazman Box must only contain items listed on acceptable items list:

| | |
|---------------------|-----------------------|
| ▪ Latex Paint | ▪ Misc. Cleaners |
| ▪ Oil Based Paint | ▪ Gasoline |
| ▪ Flammable Liquids | ▪ Anti-freeze |
| ▪ Aerosols | ▪ Misc. Oils |
| ▪ OTC Drugs | ▪ Household Batteries |
 - ii. Hazman Box items must be in secure labeled containers
 - iii. Hazman Box maximum acceptable weight is 65 lbs.
 - iv. Hazman Box lid must be closeable so they can be stacked
 - For known specialty items not acceptable in the Hazman Box, residents will be charged accordingly:

| | |
|---|-------------|
| i. Herbicides / Pesticides | \$1/ lb. |
| ii. Mercury (1 lb. minimum) | \$15/lb. |
| iii. Fluorescent Light Tubes | \$0.50 each |
| iv. Small Propane / Butane / Helium Tanks | \$3.00 each |
| v. Large Propane / Butane / Helium Tanks | \$5.00 each |
| vi. Fire Extinguishers | \$7.00 each |
| vii. Thermometers | \$5.00 each |
| viii. Thermostats | \$5.00 each |
 - Residents with unknowns or unlisted items will be tested and priced on-site.
 - **Residents with additional items acceptable in the Hazman box but unable to fit in their own boxes or do not have Hazman Boxes will be handled accordingly:**
 - i. Hazman Boxes will be available on site for residents to purchase and fill
 - ii. The additional items can be weighed and resident will be charged \$.50 / lb. to the nearest dollar
 - iii. The municipality will provide Hazman Boxes for misc. acceptable items
 - For residents who purchase Hazman Boxes and DO NOT return them at the recycling day scheduled:
 - i. Hazman boxes will be accepted at Hazman's normal drop-off center at no additional cost to the resident. Hazman drop-off center address is on the box and will be on the initial instruction sheet as well.
 - ii. Hazman boxes will be accepted at Hazman HHW recycling days in the future at no additional cost to the resident.

Pricing Structure

- **Hosting Fee – Based on the estimated number of participants**
 - i. Hosting Fee includes:
 - Event Preparation and Coordination
 - Event Promotion and Advertizing
 - Pre-Event NYSDEC Permit & Post Event NYSDEC Report
 - Event set-up and take down
 - Event Staff - 4 Trained Hazman Employees (40 Hr. HAZWOPER certified and D.O.T. trained)
 - Sorting and Packaging of all HHW accepted for Transportation (Materials Included)
 - Manifesting and Transportation of all HHW from Event to The Environmental Service Group (ESG)
 - Household Hazardous Waste Storage Facility for consolidation and Recycling of all HHW accepted
- **Hazman Boxes - \$30 per box**
 - i. Additional boxes available as needed
 - ii. Hazman will take back unused boxes
 - iii. *This cost will be reimbursed by the residents prior to collection day*

HAZMAN BOX INSTRUCTIONS

HAZMAN WILL BE ACCEPTING HHW AT THE _____ HHW COLLECTION EVENT
SATURDAY _____ 8AM TO 12PM LOCATION ADDRESS

ASSEMBLY & HANDLING

1. Assemble Hazman Box and secure bottom with packaging tape
2. Fill box with up to 65 lbs. of Acceptable Hazman Box Items
3. Return to the Municipality's Hazman HHW Collection Event
4. Items must be in cleaned, wiped, sealed, and labeled containers
5. Hazman Box must be closable and stackable to be accepted

FREQUENTLY ASKED QUESTIONS

WHAT ITEMS ARE CONSIDERED "ACCEPTABLE HAZMAN BOX ITEMS"?

| | |
|---------------------|------------------------|
| Latex Paint | Misc. Cleaners |
| Oil Based Paint | Gasoline |
| Flammable Liquids | Anti-freeze |
| Aerosols | Misc. Oils |
| Household Batteries | Over The Counter Drugs |
| Car Batteries | |

WHAT IF I HAVE OTHER ACCEPTABLE HAZMAN BOX ITEMS THAT DO NOT FIT IN MY HAZMAN BOX?

These items are considered "Additional Items".

If you wish to bring Additional Items on Recycling Day, Hazman will accept them at a price of \$0.50 / lb.

WHAT IF I HAVE OTHER HHW NOT LISTED ON THE ACCEPTABLE HAZMAN BOX ITEMS LIST?

These items are considered "Specialty Items". If you wish to bring Specialty Items on Recycling Day, Hazman can accept them for recycling as well.

They will be priced accordingly:

| | |
|---------------------------------------|-------------------------------|
| Herbicides / Pesticides | \$1/ lb. |
| Mercury (1 lb. minimum) | \$15/lb. |
| Fluorescent Light Tubes | \$0.50 each |
| Small Propane / Butane / Helium Tanks | \$3.00 each |
| Large Propane / Butane / Helium Tanks | \$5.00 each |
| Fire Extinguishers | \$7.00 each |
| Thermometers | \$5.00 each |
| Thermostats | \$5.00 each |
| Unknowns | Identified and priced on-site |

HOW CAN I PAY FOR MY ADDITIONAL OR SPECIALTY ITEMS?

Payment is acceptable on-site at the Municipality's HHW Collection Day by cash, check, or credit card. For efficiency purposes, prices will be rounded to the nearest dollar.

WHAT IF I PURCHASED A HAZMAN BOX AND I DON'T RETURN IT ON AT THE HHW EVENT?

Full Hazman Boxes and other HHW will be accepted at our drop-off facility or at future HHW events hosted by Hazman. Pricing is the same as above.

Hazman Drop-off Center Address: **177 Wales Ave. Tonawanda, NY 14150** Hours: **Monday – Friday 8am to 4pm**

WWW.HAZMANUSA.COM
177 WALES AVE. TONAWANDA, NY 14150
(716) 998-8073

Hazman Household Hazardous Waste Management Services are provided to you by The Environmental Service Group (NY), Inc.

Hazman Event Pricing

| Hazman 2014 Event Pricing | | | | |
|---------------------------|-------------------|-------------------------|------------------|---------------------|
| Event Size (Participants) | Traditional Event | | | Mobile Hazman Event |
| | Hosting Fee | Disposal Fee (Estimate) | Total (Estimate) | Event Fee |
| 0-50 | \$ 3,000 | \$ 938 | \$ 3,938 | \$ 3,090 |
| 51-100 | \$ 3,500 | \$ 2,813 | \$ 6,313 | \$ 4,550 |
| 101-150 | \$ 4,000 | \$ 4,688 | \$ 8,688 | \$ 5,200 |
| 151-200 | \$ 5,000 | \$ 6,563 | \$ 11,563 | \$ 6,500 |
| 201-250 | \$ 5,400 | \$ 8,488 | \$ 13,888 | \$ 7,020 |
| 251-300 | \$ 5,800 | \$ 10,313 | \$ 16,113 | \$ 7,540 |
| 301-350 | \$ 6,200 | \$ 12,188 | \$ 18,388 | \$ 8,060 |
| 351-400 | \$ 6,600 | \$ 14,063 | \$ 20,663 | \$ 8,580 |
| 401-450 | \$ 7,000 | \$ 15,938 | \$ 22,938 | \$ 9,100 |
| 451-500 | \$ 7,400 | \$ 17,813 | \$ 25,213 | \$ 9,620 |
| 501-550 | \$ 7,800 | \$ 19,688 | \$ 27,488 | \$ 10,140 |
| 551-600 | \$ 8,200 | \$ 21,563 | \$ 29,763 | \$ 10,660 |
| 601-650 | \$ 8,600 | \$ 23,438 | \$ 32,038 | \$ 11,180 |
| 651-700 | \$ 9,000 | \$ 25,313 | \$ 34,313 | \$ 11,700 |
| 701-750 | \$ 9,400 | \$ 27,188 | \$ 36,588 | \$ 12,220 |
| 751-800 | \$ 9,800 | \$ 29,063 | \$ 38,863 | \$ 12,740 |
| 801-850 | \$ 10,200 | \$ 30,938 | \$ 41,138 | \$ 13,260 |
| 851-900 | \$ 10,600 | \$ 32,813 | \$ 43,413 | \$ 13,780 |
| 901-950 | \$ 11,000 | \$ 34,688 | \$ 45,688 | \$ 14,300 |
| 951-1000 | \$ 11,400 | \$ 36,563 | \$ 47,963 | \$ 14,820 |

Future
+ 2nd
1st

How to Calculate Number of Participants

Initial Event = Total Number of Residents X 0.2

Future Event = Total Number of Residents X 0.1

Just Town
village of Area 14,000 people
7,000 Town
7,000 village

280

140

Executive Summary

Option 1: Traditional Event

Logistics

Date: Saturday morning

Duration: 4 hours

Participants: Open to all residents

Hazman Boxes: n/a

Instructions to residents: n/a

Marketing Strategy

Use resources to publicize event (Including date, time, location, acceptable items)

Cost Structure

Cost to Municipality = Hazman Hosting Fee (Based on Estimated No. of Participants) + Disposal Fee (Based on Volume of Materials)

Cost to Participant = \$0

Option 2: Mobile Hazman Event with Hazman Boxes

Logistics

Date: Saturday morning

Duration: 4 hours

Participants: Open to all residents with pre-paid Hazman Boxes and paying residents

Hazman Boxes: Will be sold to residents prior to event

Instructions to residents: Will accompany the Hazman Boxes

Marketing Strategy

Use resources to publicize event (Including where to pick-up Hazman boxes, date, time, location, acceptable items)

Cost Structure

Cost to Municipality = Hazman Hosting Fee (Based on Estimated No. of Participants)

Cost to Participant = Disposal Fee (Based on Volume of Materials at day of collection)

Agreement

_____ accepts this proposal and agrees to the cost and terms above.

Company / Organization: _____

Please Circle : Traditional Event Mobile Hazman Event Using Hazman Boxes

Preferred Date(s) of Event(s): _____

Print: _____

Position: _____

Sign: _____

Date: _____

Please scan & email completed agreement page to Sarah Hrywnak at shrywnak@esgenv.com

Questions? Please contact Sarah directly via phone (716) 628-5656 or email shrywnak@esgenv.com



Event Coordinator: Sarah Battaglia

Phone: (716) 628-5656

Email: sbattaglia@hazmanusa.com

10 STEPS TO A SUCCESSFUL HAZMAN HHW COLLECTION EVENT

- 1. Fact Finding Meeting.....2
- 2. Review The Facts.....3
- 3. Hazman Presentation For Town Board.....4
- 4. Submit NYSDEC HHW Grant Application4
- 5. Submit NYSDEC Event Application.....5
- 6. HHW Grant is Approved, Now What?5
- 7. Final Preparation.....5
- 8. Day of Event.....6
- 9. Post Event Report.....6
- 10. Finally, Get Your Reimbursement From The DEC.....6

VILLAGE OF EAST AURORA - CENTRAL FIRE STATION

Project Name: Central Fire Station

Date: 05/31/14

Rep
E
WS-2

| Funding Source(s): | Amount |
|--------------------|-----------------------|
| Bonding | \$6,567,074.66 |
| Village Share | \$450,000.00 |
| Other | |
| Other | |
| SUBTOTAL: | \$7,017,074.66 |

| ITEM | ORIGINAL BUDGET | MODIFIED BUDGET | PREVIOUS EXPENDITURES | EXPENDITURES THIS PERIOD | EXPENDITURES TO DATE | BALANCE REMAINING |
|--|-----------------------|-----------------------|-----------------------|--------------------------|-----------------------|-----------------------|
| A. ADMINISTRATIVE | | | | | | |
| 1. Legal (Closing Close) | \$0.00 | \$3,572.12 | \$3,572.12 | \$0.00 | \$3,572.12 | \$0.00 |
| 2. Bonding | \$7,000.00 | \$7,000.00 | \$1,750.00 | \$0.00 | \$1,750.00 | \$5,250.00 |
| 3. Net Interest | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4. Fiscal Expense (Muni Solutions) | \$27,525.00 | \$27,525.00 | \$1,114.20 | \$0.00 | \$1,114.20 | \$26,410.80 |
| 5. Fiscal Expense (FreedMaxick) | \$0.00 | \$1,000.00 | \$0.00 | \$230.00 | \$230.00 | \$770.00 |
| 6. Property Purchase | \$373,000.00 | \$373,000.00 | \$373,000.00 | \$0.00 | \$373,000.00 | \$0.00 |
| 7. Single Audits | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 8. Miscellaneous (project sign & survey) | \$0.00 | \$1,854.99 | \$1,854.99 | \$0.00 | \$1,854.99 | \$0.00 |
| Total A. Administrative | \$407,525.00 | \$413,952.11 | \$381,291.31 | \$230.00 | \$381,521.31 | \$32,430.80 |
| B. TECHNICAL SVCS. | | | | | | |
| a. SJB Services (Geotechnical) | \$3,905.00 | \$11,155.00 | \$9,132.50 | \$0.00 | \$9,132.50 | \$2,022.50 |
| b. Bergmann Associates (Architect) | | | | | | |
| 33 Center Street Demo of Building | \$960.00 | \$960.00 | \$960.00 | \$0.00 | \$960.00 | \$0.00 |
| Schematic Design | \$21,040.00 | \$21,040.00 | \$21,040.00 | \$0.00 | \$21,040.00 | \$0.00 |
| Design Development | \$61,520.00 | \$61,520.00 | \$61,520.00 | \$0.00 | \$61,520.00 | \$0.00 |
| Construction Documents | \$172,500.00 | \$172,500.00 | \$172,500.00 | \$0.00 | \$172,500.00 | \$0.00 |
| Construction Administration | \$79,940.00 | \$79,940.00 | \$0.00 | \$0.00 | \$0.00 | \$79,940.00 |
| Additional Services (Seismic Design) | \$0.00 | \$10,970.00 | \$9,873.00 | \$0.00 | \$9,873.00 | \$1,097.00 |
| LEEDS | \$52,300.00 | \$52,300.00 | \$26,150.00 | \$0.00 | \$26,150.00 | \$26,150.00 |
| Reimbursable Expenses | \$7,000.00 | \$7,000.00 | \$2,413.80 | \$0.00 | \$2,413.80 | \$4,586.20 |
| Expenses not covered by agreement | \$2,500.00 | \$2,500.00 | \$912.60 | \$0.00 | \$912.60 | \$1,587.40 |
| TOTAL Bergmann Associates | \$397,760.00 | \$408,730.00 | \$295,369.40 | \$0.00 | \$295,369.40 | \$113,360.60 |
| c. C&S Companies (Civil Eng.) | \$32,700.00 | \$34,200.00 | \$34,200.00 | \$0.00 | \$34,200.00 | \$0.00 |
| d. LiRo Engineers, Inc. (CM) | | | | | | |
| 33 Center Street Demo of Building | \$4,954.00 | \$4,954.00 | \$4,945.50 | \$0.00 | \$4,945.50 | \$8.50 |
| Pre-construction Phase | \$37,880.00 | \$41,775.00 | \$36,088.62 | \$0.00 | \$36,088.62 | \$5,686.38 |
| Construction Phase | \$166,000.00 | \$182,590.00 | \$0.00 | \$0.00 | \$0.00 | \$182,590.00 |
| Post Construction Additional Svcs | \$4,220.00 | \$4,220.00 | \$0.00 | \$0.00 | \$0.00 | \$4,220.00 |
| Reimbursables | \$2,250.00 | \$4,950.00 | \$2,250.00 | \$0.00 | \$2,250.00 | \$2,700.00 |
| TOTAL LiRo Engineers | \$215,304.00 | \$238,489.00 | \$43,284.12 | \$0.00 | \$43,284.12 | \$195,204.88 |
| e. Asbestos Survey & Removal | \$5,295.00 | \$5,295.00 | \$5,295.00 | \$0.00 | \$5,295.00 | \$0.00 |
| f. LEED's Commission (CPL Engineers) | \$28,000.00 | \$28,000.00 | \$9,800.00 | \$1,400.00 | \$11,200.00 | \$16,800.00 |
| Total B. Technical Svcs. | \$682,964.00 | \$725,869.00 | \$397,081.02 | \$1,400.00 | \$398,481.02 | \$327,387.98 |
| C. CONSTRUCTION | | | | | | |
| 1. Construction Contracts | | | | | | |
| a. Apollo Dismatting - Demo/Site Wor | \$233,000.00 | \$266,473.80 | \$213,179.04 | \$53,294.76 | \$266,473.80 | \$0.00 |
| b. Contract 2 - General Construction | \$3,906,000.00 | \$3,906,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,906,000.00 |
| c. Contract 3 - HVAC | \$420,337.00 | \$420,337.00 | \$0.00 | \$0.00 | \$0.00 | \$420,337.00 |
| d. Contract 4 - Plumbing & Fire Protec | \$405,000.00 | \$405,000.00 | \$0.00 | \$0.00 | \$0.00 | \$405,000.00 |
| e. Contract 5 - Electrical | \$578,700.00 | \$578,700.00 | \$0.00 | \$0.00 | \$0.00 | \$578,700.00 |
| f. Contract 6 - NYSEG Line Relocation | \$0.00 | \$45,000.00 | \$3,100.00 | \$0.00 | \$3,100.00 | \$41,900.00 |
| g. Contract 7 - National Fuel Gas Line | \$0.00 | \$5,742.75 | \$5,742.75 | \$0.00 | \$5,742.75 | \$0.00 |
| Total C. Construction | \$5,543,037.00 | \$5,627,253.55 | \$222,021.79 | \$53,294.76 | \$275,316.55 | \$5,351,937.00 |
| D. CONTINGENCY | | | | | | |
| 1. Contingency | \$250,000.00 | \$250,000.00 | | | | |
| Total D. Contingency | \$250,000.00 | \$250,000.00 | | | | \$250,000.00 |
| TOTAL PROJECT COST | \$6,883,526.00 | \$7,017,074.66 | \$1,000,394.12 | \$54,924.76 | \$1,055,318.88 | \$5,961,755.78 |

Consolidated Fire Station Borrowing

Prepared For: Town & Village of East Aurora
 Prepared By: Municipal Solutions, Inc.
 Project: Fire Station

Village's Portion of Debt

Town's Portion of Debt

| Village Fiscal Year Ending | Cash | | | Total Debt | Town Fiscal Year Ending December 31 | BANKBOND BORROWING | | | VILLAGES \$450,000 DOWN PAYMENT | | | Total Debt Service |
|----------------------------|--------------------|--------------------|------------------|--------------------|-------------------------------------|--------------------|--------------------|------------------|---------------------------------|--------------------|--------------------|--------------------|
| | Principal Due | Interest Due | Down Payment | | | Principal Due | Interest Due | Principal Due | Interest Due | | | |
| 2013-14 | \$0 | \$1,488 | \$450,000 | \$451,488 | 2013 | \$0 | \$1,260 | \$0 | \$0 | \$1,260 | \$1,260 | |
| 2014-15 | 8,162 | 6,124 | 0 | 14,286 | 2014 | 6,913 | 5,188 | 0 | 0 | 12,101 | 12,101 | |
| 2015-16 | 8,121 | 48,129 | 0 | 56,250 | 2015 | 6,879 | 40,768 | 41,370 | 558 | 89,576 | 89,576 | |
| 2016-17 | 59,554 | 60,469 | 0 | 120,023 | 2016 | 50,446 | 51,221 | 40,000 | 680 | 142,347 | 142,347 | |
| 2017-18 | 89,331 | 121,836 | 0 | 211,167 | 2017 | 75,669 | 51,845 | 40,000 | 700 | 168,214 | 168,214 | |
| 2018-19 | 89,331 | 125,561 | 0 | 214,892 | 2018 | 75,669 | 105,104 | 40,000 | 2,550 | 229,323 | 229,323 | |
| 2019-20 | 92,038 | 122,840 | 0 | 214,878 | 2019 | 77,962 | 105,223 | 45,000 | 1,350 | 229,535 | 229,535 | |
| 2020-21 | 94,745 | 120,039 | 0 | 214,784 | 2020 | 80,255 | 102,884 | 0 | 0 | 183,139 | 183,139 | |
| 2021-22 | 97,452 | 117,156 | 0 | 214,608 | 2021 | 82,548 | 100,476 | 0 | 0 | 183,024 | 183,024 | |
| 2022-23 | 100,159 | 114,191 | 0 | 214,350 | 2022 | 84,841 | 98,000 | 0 | 0 | 182,841 | 182,841 | |
| 2023-24 | 102,866 | 111,146 | 0 | 214,012 | 2023 | 87,134 | 95,455 | 0 | 0 | 182,589 | 182,589 | |
| 2024-25 | 105,573 | 108,019 | 0 | 213,592 | 2024 | 89,427 | 92,841 | 0 | 0 | 182,268 | 182,268 | |
| 2025-26 | 108,280 | 104,812 | 0 | 213,092 | 2025 | 91,720 | 90,158 | 0 | 0 | 181,878 | 181,878 | |
| 2026-27 | 110,987 | 101,453 | 0 | 212,440 | 2026 | 94,013 | 87,406 | 0 | 0 | 181,419 | 181,419 | |
| 2027-28 | 116,401 | 97,828 | 0 | 214,229 | 2027 | 98,599 | 84,468 | 0 | 0 | 183,067 | 183,067 | |
| 2028-29 | 119,108 | 93,852 | 0 | 212,960 | 2028 | 100,892 | 81,264 | 0 | 0 | 182,156 | 182,156 | |
| 2029-30 | 124,522 | 89,510 | 0 | 214,032 | 2029 | 105,478 | 77,733 | 0 | 0 | 183,211 | 183,211 | |
| 2030-31 | 129,936 | 84,817 | 0 | 214,753 | 2030 | 110,064 | 73,909 | 0 | 0 | 183,973 | 183,973 | |
| 2031-32 | 132,643 | 79,728 | 0 | 212,371 | 2031 | 112,357 | 69,782 | 0 | 0 | 182,139 | 182,139 | |
| 2032-33 | 138,057 | 74,314 | 0 | 212,371 | 2032 | 116,943 | 65,287 | 0 | 0 | 182,230 | 182,230 | |
| 2033-34 | 143,471 | 68,683 | 0 | 212,154 | 2033 | 121,529 | 60,610 | 0 | 0 | 182,139 | 182,139 | |
| 2034-35 | 151,592 | 62,782 | 0 | 214,374 | 2034 | 128,408 | 55,749 | 0 | 0 | 184,157 | 184,157 | |
| 2035-36 | 157,006 | 56,610 | 0 | 213,616 | 2035 | 132,994 | 50,612 | 0 | 0 | 183,606 | 183,606 | |
| 2036-37 | 162,420 | 50,222 | 0 | 212,642 | 2036 | 137,580 | 45,292 | 0 | 0 | 182,872 | 182,872 | |
| 2037-38 | 170,541 | 43,562 | 0 | 214,103 | 2037 | 144,459 | 39,789 | 0 | 0 | 184,248 | 184,248 | |
| 2038-39 | 175,955 | 36,523 | 0 | 212,478 | 2038 | 149,045 | 34,011 | 0 | 0 | 183,056 | 183,056 | |
| 2039-40 | 184,076 | 29,097 | 0 | 213,173 | 2039 | 155,924 | 27,863 | 0 | 0 | 183,787 | 183,787 | |
| 2040-41 | 192,197 | 21,336 | 0 | 213,533 | 2040 | 162,803 | 21,431 | 0 | 0 | 184,234 | 184,234 | |
| 2041-42 | 200,318 | 13,115 | 0 | 213,433 | 2041 | 169,682 | 14,715 | 0 | 0 | 184,397 | 184,397 | |
| 2042-43 | 208,439 | 4,429 | 0 | 212,868 | 2042 | 176,561 | 7,504 | 0 | 0 | 184,065 | 184,065 | |
| TOTALS | \$3,573,281 | \$2,169,671 | \$450,000 | \$6,192,952 | | \$3,026,794 | \$1,837,849 | \$206,370 | \$5,838 | \$3,076,852 | \$3,076,852 | |

- increase for 2018

\$6,600,075 Fire Station BAN/Bond Borrowing

Prepared For: Town & Village of East Aurora
 Prepared By: Municipal Solutions, Inc.
 Project: Fire Station

Village's Portion of Debt (54.14%)

| Village Fiscal Year Ending May 31 | Principal Due | Interest Due | Total Debt Service |
|---|--------------------|--------------------|-----------------------|
| 2013-14 | \$0 | \$1,488 | \$1,488 |
| 2014-15 | 8,162 | 6,124 | 14,286 |
| 2015-16 | 8,121 | 48,129 | 56,250 |
| 2016-17 | 59,554 | 60,469 | 120,023 |
| 2017-18 | 89,331 | 121,836 | 211,167 |
| 2018-19 | 89,331 | 125,561 | 214,892 |
| 2019-20 | 92,038 | 122,840 | 214,878 |
| 2020-21 | 94,745 | 120,039 | 214,784 |
| 2021-22 | 97,452 | 117,156 | 214,608 |
| 2022-23 | 100,159 | 114,191 | 214,350 |
| 2023-24 | 102,866 | 111,146 | 214,012 |
| 2024-25 | 105,573 | 108,019 | 213,592 |
| 2025-26 | 108,280 | 104,812 | 213,092 |
| 2026-27 | 110,987 | 101,453 | 212,440 |
| 2027-28 | 116,401 | 97,828 | 214,229 |
| 2028-29 | 119,108 | 93,852 | 212,960 |
| 2029-30 | 124,522 | 89,510 | 214,032 |
| 2030-31 | 129,936 | 84,817 | 214,753 |
| 2031-32 | 132,643 | 79,728 | 212,371 |
| 2032-33 | 138,057 | 74,314 | 212,371 |
| 2033-34 | 143,471 | 68,683 | 212,154 |
| 2034-35 | 151,592 | 62,782 | 214,374 |
| 2035-36 | 157,006 | 56,610 | 213,616 |
| 2036-37 | 162,420 | 50,222 | 212,642 |
| 2037-38 | 170,541 | 43,562 | 214,103 |
| 2038-39 | 175,955 | 36,523 | 212,478 |
| 2039-40 | 184,076 | 29,097 | 213,173 |
| 2040-41 | 192,197 | 21,336 | 213,533 |
| 2041-42 | 200,318 | 13,115 | 213,433 |
| 2042-43 | 208,439 | 4,429 | 212,868 |
| TOTALS | \$3,573,281 | \$2,169,671 | \$5,742,952 |

Town's Portion of Debt (45.86%)

| Town Fiscal Year Ending December 31 | Principal Due | Interest Due | Total Debt Service |
|---|--------------------|--------------------|-----------------------|
| 2013 | \$0 | \$1,260 | \$1,260 |
| 2014 | 6,913 | 5,188 | 12,101 |
| 2015 | 6,879 | 40,768 | 47,647 |
| 2016 | 50,446 | 51,221 | 101,667 |
| 2017 | 75,669 | 51,845 | 127,514 |
| 2018 | 75,669 | 105,104 | 180,773 |
| 2019 | 77,962 | 105,223 | 183,185 |
| 2020 | 80,255 | 102,884 | 183,139 |
| 2021 | 82,548 | 100,476 | 183,024 |
| 2022 | 84,841 | 98,000 | 182,841 |
| 2023 | 87,134 | 95,455 | 182,589 |
| 2024 | 89,427 | 92,841 | 182,268 |
| 2025 | 91,720 | 90,158 | 181,878 |
| 2026 | 94,013 | 87,406 | 181,419 |
| 2027 | 98,599 | 84,468 | 183,067 |
| 2028 | 100,892 | 81,264 | 182,156 |
| 2029 | 105,478 | 77,733 | 183,211 |
| 2030 | 110,064 | 73,909 | 183,973 |
| 2031 | 112,357 | 69,782 | 182,139 |
| 2032 | 116,943 | 65,287 | 182,230 |
| 2033 | 121,529 | 60,610 | 182,139 |
| 2034 | 128,408 | 55,749 | 184,157 |
| 2035 | 132,994 | 50,612 | 183,606 |
| 2036 | 137,580 | 45,292 | 182,872 |
| 2037 | 144,459 | 39,789 | 184,248 |
| 2038 | 149,045 | 34,011 | 183,056 |
| 2039 | 155,924 | 27,863 | 183,787 |
| 2040 | 162,803 | 21,431 | 184,234 |
| 2041 | 169,682 | 14,715 | 184,397 |
| 2042 | 176,561 | 7,504 | 184,065 |
| TOTALS | \$3,026,794 | \$1,837,849 | \$4,864,643 |

Town's Share (\$206,370) of Village's \$450,000 Budget Funds Down Payment

Prepared For: Town of East Aurora

Prepared By: Municipal Solutions, Inc.

Project: Fire Station

| <u>Fiscal Year Ending December 31</u> | <u>Principal Payment July 1</u> | <u>Interest Rates</u> | <u>Interest January 1</u> | <u>Interest July 1</u> | <u>Total Interest</u> | <u>Total Debt Service</u> | <u>Outstanding Bonds</u> |
|---|---|---------------------------|-------------------------------|----------------------------|---------------------------|-----------------------------------|------------------------------|
| 2015 | \$41,370 | 1.350% | 0.00 | \$558.50 | \$558.50 | \$41,928.50 | \$165,000 |
| 2016 | 40,000 | 1.700% | 0.00 | 680.00 | 680.00 | 42,050.00 | 125,000 |
| 2017 | 40,000 | 1.750% | 0.00 | 700.00 | 700.00 | 40,700.00 | 85,000 |
| 2018 | 40,000 | 3.000% | 1,275.00 | 1,275.00 | 2,550.00 | 42,550.00 | 45,000 |
| 2019 | 45,000 | 3.000% | 675.00 | 675.00 | 1,350.00 | 41,350.00 | 0 |
| TOTALS | <u>\$206,370</u> | | <u>\$1,950.00</u> | <u>\$3,888.50</u> | <u>\$5,838.50</u> | <u>\$208,578.50</u> | |

\$6,600,075 Public Improvement Serial Bonds

Prepared For: Village of East Aurora
 Prepared By: Municipal Solutions, Inc.
 Project: Fire Station

| Fiscal Year Ending May 31 | Principal Payment July 1 | Interest Rates | Interest July 1 | Interest January 1 | Total Interest | Total Debt Service | Outstanding Bonds |
|---------------------------------|--------------------------------|-------------------|-----------------------|-----------------------|-----------------------|--------------------------|----------------------|
| 2013-14 | \$0 | 1.290% | \$2,748.42 | \$0.00 | \$2,748.42 | \$2,748.42 | \$6,600,075 |
| 2014-15 | 15,075 * | 1.750% | 11,311.81 * | 0.00 | 11,311.81 | 26,386.81 | 6,585,000 |
| 2015-16 | 15,000 * | 1.350% | 88,897.50 * | 0.00 | 88,897.50 | 103,897.50 | 6,570,000 |
| 2016-17 | 110,000 * | 1.700% | 111,690.00 * | 0.00 | 111,690.00 | 221,690.00 | 6,460,000 |
| 2017-18 | 165,000 * | 1.750% | 113,050.00 * | 111,988.13 | 225,038.13 | 390,038.13 | 6,295,000 |
| 2018-19 | 165,000 | 3.000% | 117,196.88 | 114,721.88 | 231,918.75 | 396,918.75 | 6,130,000 |
| 2019-20 | 170,000 | 3.000% | 114,721.88 | 112,171.88 | 226,893.75 | 396,893.75 | 5,960,000 |
| 2020-21 | 175,000 | 3.000% | 112,171.88 | 109,546.88 | 221,718.75 | 396,718.75 | 5,785,000 |
| 2021-22 | 180,000 | 3.000% | 109,546.88 | 106,846.88 | 216,393.75 | 396,393.75 | 5,605,000 |
| 2022-23 | 185,000 | 3.000% | 106,846.88 | 104,071.88 | 210,918.75 | 395,918.75 | 5,420,000 |
| 2023-24 | 190,000 | 3.000% | 104,071.88 | 101,221.88 | 205,293.75 | 395,293.75 | 5,230,000 |
| 2024-25 | 195,000 | 3.000% | 101,221.88 | 98,296.88 | 199,518.75 | 394,518.75 | 5,035,000 |
| 2025-26 | 200,000 | 3.000% | 98,296.88 | 95,296.88 | 193,593.75 | 393,593.75 | 4,835,000 |
| 2026-27 | 205,000 | 3.125% | 95,296.88 | 92,093.75 | 187,390.63 | 392,390.63 | 4,630,000 |
| 2027-28 | 215,000 | 3.250% | 92,093.75 | 88,600.00 | 180,693.75 | 395,693.75 | 4,415,000 |
| 2028-29 | 220,000 | 3.500% | 88,600.00 | 84,750.00 | 173,350.00 | 393,350.00 | 4,195,000 |
| 2029-30 | 230,000 | 3.625% | 84,750.00 | 80,581.25 | 165,331.25 | 395,331.25 | 3,965,000 |
| 2030-31 | 240,000 | 3.750% | 80,581.25 | 76,081.25 | 156,662.50 | 396,662.50 | 3,725,000 |
| 2031-32 | 245,000 | 4.000% | 76,081.25 | 71,181.25 | 147,262.50 | 392,262.50 | 3,480,000 |
| 2032-33 | 255,000 | 4.000% | 71,181.25 | 66,081.25 | 137,262.50 | 392,262.50 | 3,225,000 |
| 2033-34 | 265,000 | 4.000% | 66,081.25 | 60,781.25 | 126,862.50 | 391,862.50 | 2,960,000 |
| 2034-35 | 280,000 | 4.000% | 60,781.25 | 55,181.25 | 115,962.50 | 395,962.50 | 2,680,000 |
| 2035-36 | 290,000 | 4.000% | 55,181.25 | 49,381.25 | 104,562.50 | 394,562.50 | 2,390,000 |
| 2036-37 | 300,000 | 4.000% | 49,381.25 | 43,381.25 | 92,762.50 | 392,762.50 | 2,090,000 |
| 2037-38 | 315,000 | 4.000% | 43,381.25 | 37,081.25 | 80,462.50 | 395,462.50 | 1,775,000 |
| 2038-39 | 325,000 | 4.125% | 37,081.25 | 30,378.13 | 67,459.38 | 392,459.38 | 1,450,000 |
| 2039-40 | 340,000 | 4.125% | 30,378.13 | 23,365.63 | 53,743.75 | 393,743.75 | 1,110,000 |
| 2040-41 | 355,000 | 4.125% | 23,365.63 | 16,043.75 | 39,409.38 | 394,409.38 | 755,000 |
| 2041-42 | 370,000 | 4.250% | 16,043.75 | 8,181.25 | 24,225.00 | 394,225.00 | 385,000 |
| 2042-43 | 385,000 | 4.250% | 8,181.25 | 0.00 | 8,181.25 | 393,181.25 | 0 |
| TOTALS | <u>\$6,600,075</u> | | <u>\$2,170,213.35</u> | <u>\$1,837,306.88</u> | <u>\$4,007,520.23</u> | <u>\$10,607,595.23</u> | |

Notes: First BAN for this project issued March 13, 2013 - July 11, 2013 @ 1.75% interest - \$2,748.42 interest due.
 \$650,000 BAN issued July 11, 2013 - July 9, 2014 @ 1.75% interest - \$11,311.81 interest due.
 \$15,075 principal reduction made, \$634,925 renewed & \$5,950,075 of new money added. \$6,585,000 BAN issued from July 9, 2014 - July 9, 2015
 \$15,000 principal reduction made & \$6,570,000 BAN issued from July 9, 2015 - July 9, 2016
 \$110,000 principal reduction made & \$6,460,000 BAN issued from July 9, 2016 - July 9, 2017
 \$130,000 principal reduction made & \$6,295,000 Bonds Issued: July 9, 2017
 Bond Principal Due: July 1, 2018/42
 Bond Interest Payable: January 1, 2018 and semi-annually thereafter on July 1 and January 1
 * Estimated payments due on BANs

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



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 N

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

MEMO

To: Town Board
 From: Kathleen Moffat
 Re: Dental Insurance Renewal
 Date: June 12, 2014

Our current dental/vision plan through Guardian Insurance is set to renew July 1, 2014. This year, because of Affordable Care Act (ACA) requirements, we have the option to renew as usual or renew with an ACA compliant plan. See prices below.

One of the required Essential Health Benefits of the ACA is pediatric dental coverage up to age 19. If we choose the ACA compliant plan, all members with family dental coverage would be required to pay the increased cost, whether or not they have any dependents under age 19. If we do not choose the compliant plan, members will be required to add the pediatric dental coverage to the BlueCross/BlueShield medical plan upon renewal this December 1st. This would be a separately billed item and the cost would be passed on to the employees, just as the dental premiums are.

My recommendation is to renew without the pediatric coverage and embed it into our health plan this December so that only the members required to carry the extra coverage would be assuming the cost.

| DENTAL | | | | | |
|---------|----------|---------|----------|---|----------|
| CURRENT | | RENEWAL | | RENEWAL W/ PEDIATRIC (ACA Compliant) | |
| Single | \$52.61 | Single | \$57.08 | Single | \$57.08 |
| Family | \$142.73 | Family | \$154.86 | Family | \$164.64 |
| VISION | | | | | |
| CURRENT | | | RENEWAL | | |
| Single | \$7.37 | | Single | \$8.36 | |
| Family | \$15.85 | | Family | \$17.98 | |

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



towncle

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

TOWN COUNCIL MEMBERS

June 12, 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

To: Town Board Members

I respectfully request to Town Board authorize the purchase of an estimated 300 tons of 2" screened gravel. This will be purchased at Waterman's Gravel for \$7.70 per ton. The price is from the Erie County Bid book.

SUPT. OF HIGHWAYS

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

This gravel will be used at Knox State Park athletic fields to construct a 450' X 12' driveway to provide the polo field with rain proof access to park campers and horse trailers for the upcoming polo match.

SUPT. OF BUILDING

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

The stone will be paid for out of A7189.444 Knox Field Supplies. The cost will be reimbursed to the Town by the equestrian society.

ASSESSOR

Richard L. Dean
assessor@townofaurora.com
(716) 652-0011

The driveway has been approved by New York State Parks.

DIR. OF RECREATION

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

Sincerely,

TOWN ATTORNEY

Ronald P. Bennett

TOWN JUSTICE

Douglas W. Marky
Jeffrey P. Markello

David M. Gunner
Superintendent of Highways

HISTORIAN

Robert L. Goller
(716) 652-7944
historian@townofaurora.com

$300 \times 7.70 = 2310^{00}$

FAX: (716) 652-3507
NYS Relay Number:
1(800) 662-1220

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION AND MAINTENANCE MATERIALS
SUMMER BID SUMMARY

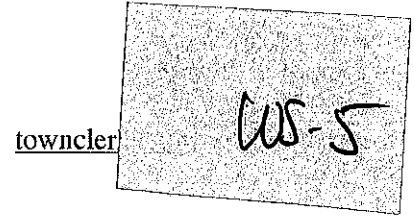
LAST UPDATE

2/21/2014

SECTION 700 - MATERIALS AND MANUFACTURING

| Section 703 - Aggregates - Crushed Gravel | | | | | | | | | | Item 703-0203 - Screened Gravel | | | | | | | | | |
|---|---------------|---------------|---------------|-------------------------------|------------|-------------|-------------------------------|---------------------|----------|---------------------------------|------------------------------------|--|---|--|--|--|--|--|--|
| Name of Bidder | Type 1 Gravel | Type 2 Gravel | Type 3 Gravel | #1 Gravel (screened & washed) | #1A Gravel | #1ST Gravel | #2 Gravel (screened & washed) | #1 & 2 Mixed Gravel | Bank Run | 1" Crusher Run, or Screened | 2" Crusher Run, or Screened Type 4 | 3" Crusher Run, or Screened (subbase Type 1) | Plan/Pit Location | | | | | | |
| Buffalo Crushed Stone | \$7.20 | \$7.30 | NB | \$7.10 | \$6.80 | NB | \$7.30 | NB | NB | NB | NB | NB | Franklinville, NY | | | | | | |
| Cambria Asphalt Prod. | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | NB | \$30.00 | \$30.00 | NB | NB | NB | NB | Lockport | | | | | | |
| Country Side Sand & Gravel | nb | nb | nb | \$12.95 | \$10.05 | nb | nb | nb | nb | nb | \$10.50 | \$10.50 | SR 62, S. Dayton, NY | | | | | | |
| Country Side Sand & Gravel | | | | | | | | | \$6.95 | nb | \$8.25 | \$8.25 | At remote deposit/ make arrangements in advance | | | | | | |
| D&H Excavating | | | | | | | | | \$5.25 | \$7.00 | \$5.75 | \$5.75 | Martin & McKinstry Rd | | | | | | |
| Gernatt | | | | | | | | | \$7.80 | NB | \$9.10 | \$9.10 | SR 98 Sandusky, NY | | | | | | |
| Gernatt | | | | | | | | | \$6.80 | NB | \$8.10 | \$8.10 | At remote deposit/ make | | | | | | |
| Gernatt | NB | NB | NB | \$8.80 | \$7.30 | NB | \$9.30 | NB | \$6.55 | NB | \$7.85 | \$7.85 | Chaffee | | | | | | |
| Gernatt | NB | NB | NB | \$10.15 | \$9.95 | NB | \$11.40 | NB | \$8.05 | NB | \$9.35 | \$9.35 | Springville | | | | | | |
| Gernatt | | | | | | | | | \$6.80 | NB | \$8.10 | \$8.10 | At remote deposit/ make | | | | | | |
| Gernatt | | | | | | | | | \$8.25 | NB | \$10.70 | NB | Gowanda | | | | | | |
| Gernatt | | | | | | | | | \$8.25 | NB | \$10.30 | \$10.30 | Hanover | | | | | | |
| Dan Gernatt Gravel | | | | | | | | | \$8.25 | NB | \$10.85 | \$10.85 | Collins | | | | | | |
| Dan Gernatt Gravel | | | | | | | | | \$7.25 | NB | \$9.85 | \$9.85 | At remote deposit/ make arrangements in advance | | | | | | |
| Glacial Materials | \$8.00 | \$6.75 | \$8.00 | \$8.45 | \$6.95 | NB | \$6.75 | \$8.00 | \$6.30 | NOTE 1 | \$5.50 | | Rt. 16 Delevan | | | | | | |
| LaFarge NA | | | | \$7.00 | \$7.00 | NB | \$6.25 | NB | \$6.00 | NB | NOTE 1 | NB | Delevan, NY | | | | | | |
| United Materials | \$12.90 | | | \$12.35 | \$12.45 | | \$11.65 | \$12.65 | \$7.90 | | \$8.00 | NB | Alexander, NY | | | | | | |
| Waterman's Gravel | NB | NB | NB | \$9.65 | \$9.50 | 13.00 | 10.50 | 10.75 | 6.00 | 9.75 | 7.70 | 7.55 | E. Concord | | | | | | |
| NOTE 1: RT 242 Machias | | | | | | | | | | | | | | | | | | | |

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



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TOWN COUNCIL MEMBERS

June 12, 2014

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(716) 652-0011

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peggy@townofaurora.com

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HISTORIAN
Robert L. Goller
(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507
NYS Relay Number:
1(800) 662-1220

To: Town Board Members

I respectfully request the Town Board authorize the sealing and striping of both the East Aurora Library parking lot and the Duck Duck Goose Parking lot.

I have requested 4 companies proposals:
Robinson Paving- declined to bid
Occhino Paving- declined to bid
Northeast Paving- \$2657.00
Tom Greenauer Development- \$1626.00

My recommendation based on the lowest bid is Tom Greenauer Development.
This should be paid to the following budget lines:
Duck Duck Goose parking lot- \$398.00 ER1621.422 Buildings & Grounds R&M
East Aurora Library- \$1228.00 A1620.422 Buildings & Grounds R&M

Sincerely,

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

David M. Gunner
Superintendent of Highways



Tom Greenauer
DEVELOPMENT, INC.
SITE CONTRACTOR

Proposal

18665

P.O. BOX 250
SPRINGBROOK, NEW YORK 14140-0250
TELEPHONE 716 675-9434
FAX 716 675-4739

Town of Aurora
251 Quaker Road
East Aurora, NY 14052
ATTN: Dave Gunner, Highway Superintendent
Email: highway@townofaurora.com

June 10, 2014

RE: Duck Duck Goose Parking Lot in Front of Town Hall

A. Duck Duck Goose Parking Lot in Front of Town Hall

1. Clean all areas free from loose debris.
2. Install one coat of coal tar emulsion sealer.
3. Install parking control stripes per existing layout.

A: \$ 398.00

B. Town Library

1. Clean all areas free from loose debris.
2. Install one coat of coal tar emulsion sealer.
3. Install parking control stripes per existing layout.

B: \$1,228.00

Exclusions:

1. NYS sales tax.
2. Replacement of any bumpers.

Inclusion:

1. NYS prevailing wage

Note: Both jobs are figured to be done at the same time.

We propose to furnish labor and material — complete in accordance with above specifications.

Payment to be made as follows: Upon Requisition
If proposal is accepted, please sign & return one copy.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

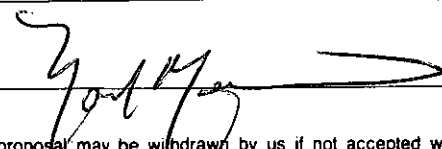
Date of Acceptance _____

By _____

By _____

Respectfully submitted —

Tom Greenauer
DEVELOPMENT, INC.
SITE CONTRACTOR

By  _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

NORTHEAST PAVING

Division of Northeast Diversification Inc.

2 Cadby Industrial Park, Lancaster, NY 14086

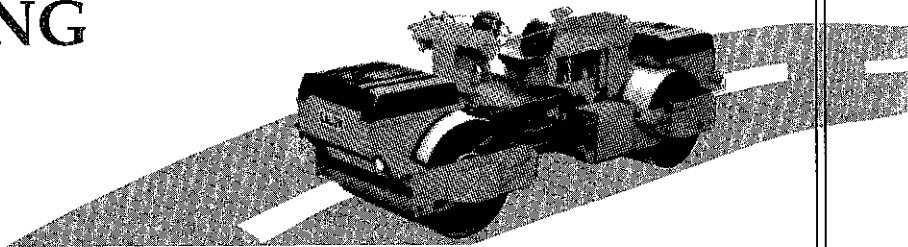
Tel: (716) 681-8879 • Fax: (716) 681-3407

Website: www.northeastpaving.com

Paving Contractors - Sealing - Striping

Commercial Industrial - Site Work Subdivisions

Commercial Snow Removal



Proposal

6/5/2014

Date:

Estimate # 2035

Phone (716) 652-4050

Fax (716) 652-1123

Alt. Phone (716) 983-0313

E-mail highway@townofaurora.com

TO: Town of Aurora
251 Quaker Rd
East Aurora, NY 14052
Attn: David Gunner

Northeast Paving is pleased to submit the following Quotation:

Seal & Stripe

| | |
|--|----------|
| Sealing - Library | 1,364.00 |
| Sealing - Duck, Duck, Goose | 543.00 |
| 1. Edge, power blower - wire broom areas to be sealed | |
| 2. Prep gas and oil spots with Petro Seal | |
| 3. Spray vegetation with environmentally approved vegetation control | |
| 4. Apply one coat of coal tar sealer containing 2lbs of sand per gallon of sealer with latex additive for added durability | |
| Striping - Library | 525.00 |
| Striping - Duck, Duck, Goose | 225.00 |
| 1. Restripe per existing layout | |

NOTE: Prices subject to NYS Sales Tax - applicable tax not included in bid price.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$2,657.00

Dollars (\$ _____)

Payment to be made as follows:

In full within 15 calendar days of completion.

All material is guaranteed to be as specified. All work completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Rex Cadby

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions area satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

Standard Work Day and Reporting Resolution

WS-6

BE IT RESOLVED, that the Town of Aurora Town Board hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employee's Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

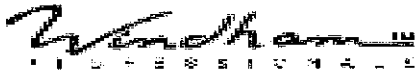
| Title | Name | Standard Work Day (Hrs/day) | AVG Hrs per month | Participates in Employer's Time Keeping System (Y/N) | Days/ Month (based on Record of Activities) | Days/mo. based on Standard Work day of 7 hrs/day |
|-------|------|-----------------------------|-------------------|--|---|--|
|-------|------|-----------------------------|-------------------|--|---|--|

Elected Officials

| | | | | | | |
|-----------------|------------------|---|-------|---|-------|-------|
| Supervisor | James Bach | 6 | 135 | N | 22.50 | 19.29 |
| Board Member | Chuck Snyder | 6 | 22.25 | N | 3.71 | 3.18 |
| Board Member | Jolene Jeffe | 6 | 37.25 | N | 6.21 | 5.32 |
| Board Member | Susan Friess | 6 | 34.5 | N | 5.75 | 4.93 |
| Town Justice | Douglas Marky | 6 | 53.75 | N | 8.96 | 7.68 |
| Town Justice | Jeffrey Markello | 6 | 59.5 | N | 9.92 | 8.5 |
| Town Clerk | Martha Libroek | 7 | 189.5 | N | 27.07 | 27.07 |
| Highway Supt. | David Gunner | 8 | 170.5 | N | 21.31 | 24.36 |
| Board Member | Jeff Harris | 6 | 40.50 | N | 6.75 | 5.78 |
| Town Prosecutor | Ned Snyder | 6 | 11.25 | N | 1.87 | 1.61 |

Appointed Officials

| | | | | | | |
|----------------|---------------|---|---------------|---|------|------|
| Town Historian | Robert Goller | 6 | 24.25 | N | 4.04 | 3.46 |
| Baseball comm. | Joe Orłowski | 6 | None reported | | | |
| | | | | | | |



Windham Professionals, Inc.
300 Gleed Ave. East Aurora, NY
System Architecture Plan – NY Office Kitchen & Break-room
05/13/2014

CUS-7

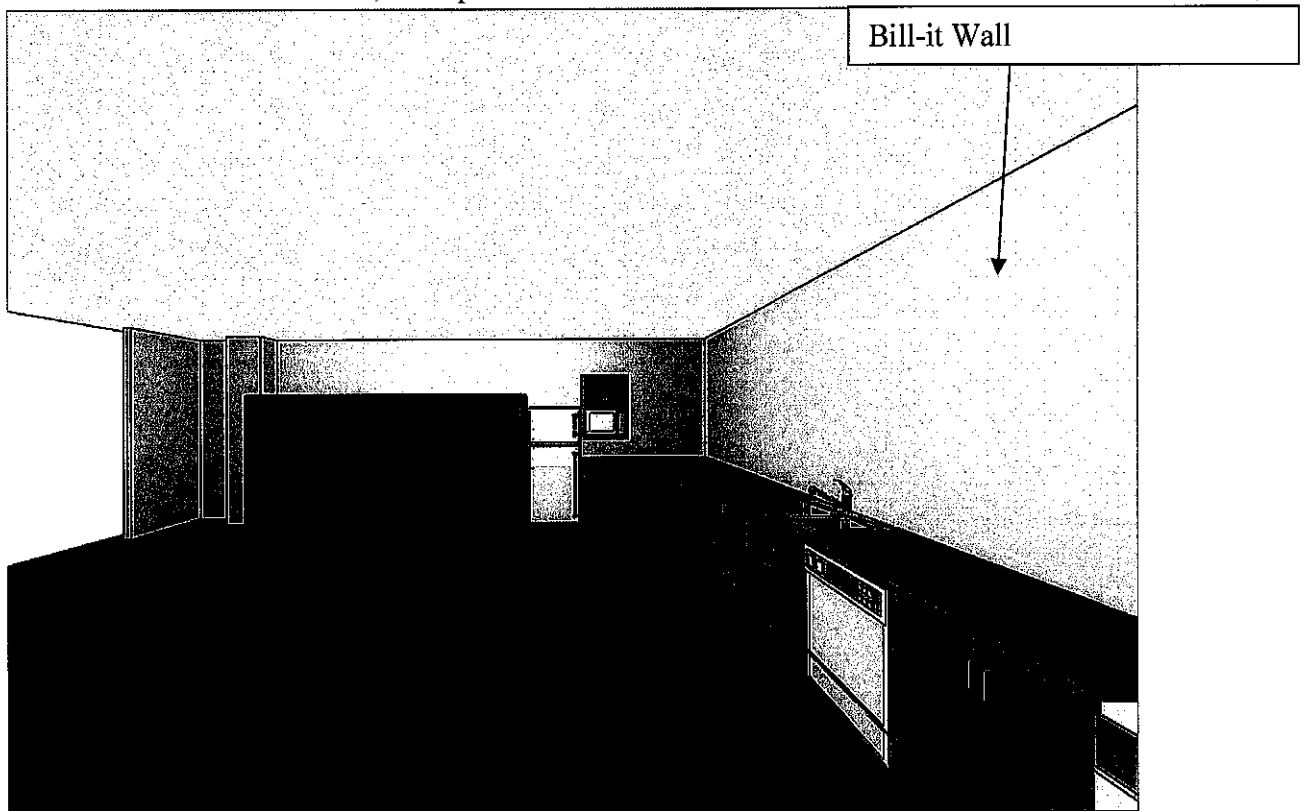
PLAN

The occupancy date

Architect Design

New space; Located SW corner of WPI suite; 1589 sq. ft.
Measurements: 23 X 70, ceiling 103 ½

Measurements: WPI suite 13,754 sq. ft



Information Technology/Infrastructure:

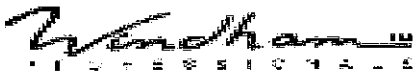
N/A

Building Security, New space:

- Move Access control reader (Bill-It); Jeff 716-361-4707 – Town of Aurora has contract with Security company. Life Safety
- WPI Secure entrance to break room; West Door secure the external door/common hallway (alarm contacts and Audible sound alarm & camera); (Tyco)

Building Infrastructure:

6/12/2014



Windham Professionals, Inc.
300 Gleed Ave. East Aurora, NY
System Architecture Plan – NY Office Kitchen & Break-room
05/13/2014

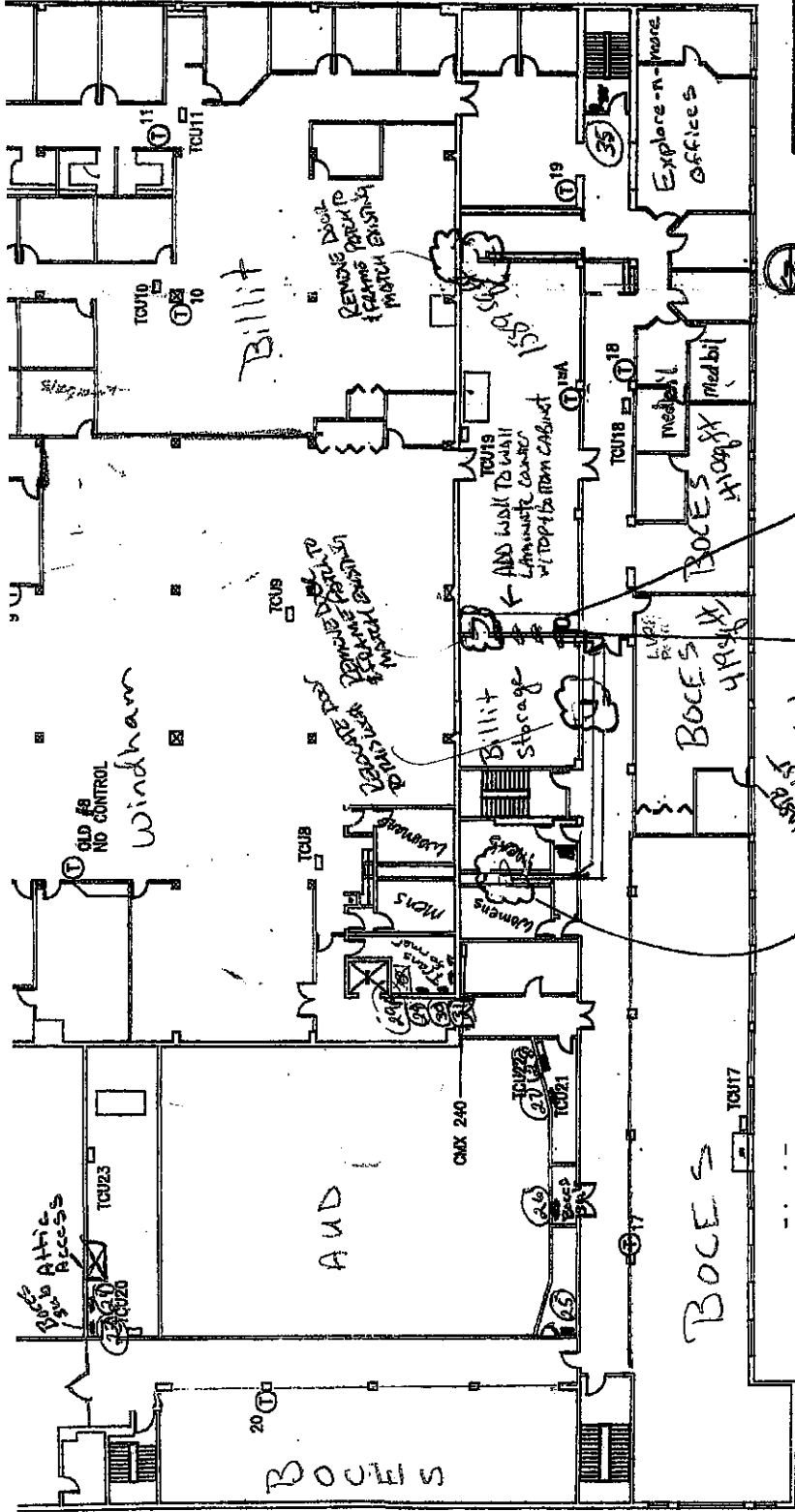
- **Plumbing**
 - (sink, & dishwasher)- drawing last page
 - Tie waste and water in chase 1st floor
 - Provide water source to sink & dishwasher
- **Electrical** Additional outlets;–Permit & inspection required
 - 120v – dishwasher
 - Hot water heater/dishwasher
 - 5 - 110v – power outlets along the counter top
 - 4 – 110v – power outlets along W wall for vending machines
- **Paint** entire office
 - You need to coordinate with the Town. We will need to know exact areas, color (Dover White/Sherwin Williams Semi-Gloss 400 series, grey base board), *contractor information for insurance purposes, and when it would be done.*
 - Paint back entrance area also
 - No painting needed for the mailroom or lobby area
- **Flooring** in new space (replace broken tiles, strip & finish)
- **Kitchen** – bottom cabinets, sink & dishwasher (1 above microwave cabinet)
- **Construction** - Move existing Break-room appliances, vending machine
 - Remove interior double doors (finish area), hallway double door to need close properly; securing door (door alarm/audible alarm & camera). Close off door by coat closet, move Bill-it door to hallway

Move Plan

- Move from existing break-room; refrigerator(s), vending machines, microwave. Disassemble counter tops and repair wall, repaint

New Break-room (space located SW corner of NY Office)

- Town of Aurora board approval; proposal due by 6/12 to Jim Bach; Town Board meeting is schedule 6/17/14
- Building Permit, electrical inspection
- Lease Addendum
- Bill-it Storage area/ remove inside door/create outside entrance; they will need to move access reader and thermostat; work with Jeff @ 716-361-4707
- - Create Kitchen area/Break-room
 - Electrical
 - Counter area for pot lucks to include electrical outlets (2 refrig, 3 microwaves, 5 additional pot luck, vending machines 4)
 - Employee access door (by mailroom); install hardwired door bell
 - New dishwasher, sink,



ELECTRICAL!
 ADD 120V Power for
 1. Dishwashers
 1. HOT WATER HEATER 103
 5. 100V POWEROUTLETS Along
 FAIRWAY
 *TIE INTO EXISTING PANEL

Plumbing!
 - EXISTING WALKS TO MATCH
 - INTERIOR OF NEW BREAKROOM

PARK ASSOCIATES
 ANDOVER INFINITY
 FLOOR PLAN
 SECOND



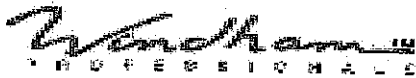
total Sq ft. 136,000 Sq
 Lunchroom 510 sq ft.

ADD 5.5 Kitchen sink
 LOG ELECTRIC HOT WATER
 HEATER - Located in cabinet
 ABOVE

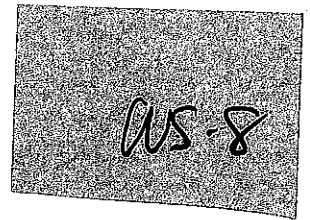
ADD FAIRWAY TO
 WITH BACKUP CABINETS
 Support for plumbing & electrical
 AND
 CABINETS IN
 CABINETS

THE IN WALK IN CABINETS
 AND WALK IN CABINETS
 THE IN WALK IN CABINETS

Elec Panel location



Windham Professionals, Inc.
300 Gleed Ave. East Aurora, NY



To: Town of Aurora
From: Windham Professionals
Date: June 11, 2014

Subject:

A proposal for Explore and More buses to reroute their drop off and pick up location to the front of the Town Building at 300 Gleed Ave. East Aurora, NY.

Problem of Explore and More buses current drop off and pick up location:

We currently have a large number of employees that park in the designated parking area in the Town building parking lot. These employees mainly use the East entrance 5, located in the rear of the building. It is becoming difficult for employees to safely maneuver their vehicles around the school buses that drop off and pick up the children attending Explore and More when the buses are parked in the rear of the Town Building or driving through the parking lot.

Solution to the problem:

Windham Professionals purposes the school buses park in the designated area for school bus loading and unloading in the front of the Town Building to drop off and pick up children as well as have the children enter and exit using the front door.

Conclusion: In conclusion, Windham Professionals thinks that by Explore and More rerouting the school buses to the front of the building, will alleviate parking conditions as each bus take ups several spots and will avoid any unnecessary danger to Windham Employees as well as any visitors to Explore and More when driving through the parking lot. As well as there will be no need for the ramp and less likely interaction with BOCES and Windham Professional employees with visitors of Explore and More.

Thank you for your consideration.

Sincerely,

Windham Professionals

**WESTERN NEW YORK REAL ESTATE INFORMATION SERVICE
EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT**

WS-9

1. PARTIES. The parties to this Agreement are as follows:

a. **Owner(s):** Town of Aurora ("Owner")
whose address is: 300 Glead Avenue East Aurora NY 14052; and
b. **Broker:** Stephanie Morgan-JRS Morgan Realty LLC ("Broker") whose address
is: 652 Main Street East Aurora NY 14052. Individually, the Owner or
Broker may be referred to as the "Party, and collectively the "Parties".

2. AGREEMENT. The Parties agree to the following terms and conditions:

a. **Term of Listing and Price.** Owner grants to the Broker the exclusive right to sell or exchange, property located at 44 Jewett Holmwood, East Aurora NY 14052 ("Property") to be sold or exchanged, for the sum of \$ _____ or at any such other price or on such other terms to which Owner may reasonably consent starting on _____ ("Listing Date") until 11:59 P.M. on _____ ("Expiration Date") and to make an offer of cooperation and compensation to all members of the Western New York Real Estate Information Services, LLC Multiple Listing Service ("MLS"). In the event any Seller's, Buyer's agent or broker's agent is not a member of the National Association of REALTORS® ("REALTOR®"), Owner authorizes cooperation and the payment of compensation and the amount of such compensation shall be at the discretion of the Broker, to be determined by the Broker acting for and on behalf of the interest of Owner. The Broker shall submit this listing in a timely manner to the MLS for circulation to all members of the MLS.

b. **Form of Agreement and MLS.** This form of agreement is for use by members of the Western New York Real Estate Information Services, LLC for the placing of property listings into the MLS and cooperation with other lawfully authorized persons. This Agreement consists of five pages, including Attachment A representations, warranties and disclosures about the Property, which is made a part of this Agreement. Submission of this listing and all actions of the Parties with respect to this listing shall be in compliance with all applicable Rules and Regulations of the MLS.

c. **Defined Terms.** This Agreement uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses. Unless otherwise indicated, all defined terms used in this Agreement shall have such meanings throughout, and in all modifications of this Agreement.

3. AMOUNT OF COMMISSION. In the case of a sale or exchange of the Property, Owner shall pay the Broker a commission of 6 % or \$ _____ of the sale or exchange price of the Property, whichever is greater.

4. AUTHORIZATION REGARDING MLS PARTICIPATING BROKERS.

a. Owner authorizes Broker to make a unilateral offer of sub-agency to the participants in the MLS. The commission offered by the Broker to Seller's sub-agents shall be 0 % or \$ _____ of the sale, or exchange price of the Property, whichever is greater.

b. Owner authorizes Broker to cooperate with MLS participants who represent purchasers with the understanding that such purchasers agents will be representing only the interest of the prospective purchaser. The commission amount offered by the Broker to purchasers agents shall be 3 % or \$ _____ of the sale, or exchange price of the Property, whichever is greater.

c. Owner authorizes Broker to offer Broker Agency to the participants in the MLS. The commission amount offered by the Broker to Broker's Agent shall be 0 % or \$ _____ of the sale, or exchange price of the Property, whichever is greater.

Owner(s)' Initials: _____

Broker's Initials: _____

5. **TERMINATION.** In the event the Owner terminates the Broker's authority prior to the expiration date of this Agreement, the Broker retains its contractual rights and shall be entitled to the Commission and recovery of related expenses and any other damages incurred by reason of the early termination of this Agreement, including without limitation, costs for advertising the Property and reasonable attorney fees, costs of litigation, if any.

6. **WHEN COMMISSION IS EARNED.**

a. The Commission will be due and payable to Broker:

(1) When, prior to the expiration date, the Broker or any other person brings about a purchaser, as the case may be, ready, willing and able to purchase, or exchange on the terms contained in this Agreement or any other sale, or exchange price and terms acceptable to Owner; or

(2) If within ____ days after the expiration date of this Agreement (the "Protection Period"), the Owner enters into an agreement to sell, or exchange the Property to or with any person to whom the Property has been shown or who has received information about the Property during the term of this Agreement, Owner shall pay Broker the Commission stated in this Agreement; provided however, Owner shall not be obligated to pay such Commission if a valid listing agreement is entered into during the term of this Protection Period with another REALTOR® and the sale, transfer, or exchange of the Property is made during the term of this Protection Period.

b. Although the compensation due under this Agreement may not be paid until the closing of the sale of the Property has taken place, Broker's Commission is earned when the Broker brings about a binding, written contract for the sale or exchange of the Property with a ready, willing and able purchaser or exchange party and when all contingencies of the contract of sale or exchange agreement have been satisfied or waived.

7. **SUBMISSION OF CONTRACT OF SALE OR EXCHANGE.** All offers to purchase, exchange, will be presented to Owner by Broker and the cooperating Broker, if any, unless Owner gives written authorization otherwise.

8. **SUBSEQUENT CONTRACT OFFERS.**

a. Upon the Owner's acceptance of a contract of sale, or other agreement for the disposition of the Property that does not stipulate that the Property is to remain on the market, Broker is directed to: (Check only one)

(1) Discontinue marketing efforts and showings, publish the transaction as "Under Contract" until the Home Inspection and/or Attorney Approval period has been completed, waived or expired, as the case may be, and then publish as a "Pending" notice through the MLS, and refuse submission of all subsequent offers.

(2) Discontinue marketing efforts and showings, publish the transaction as "Under Contract" until the Home Inspection and/or Attorney Approval period has been completed, waived or expired, as the case may be, and then publish as "Pending" notice through the MLS, and submit all subsequent offers.

b. Owner should consult an attorney regarding subsequent offers. If a binding contract for the Property already exists, multiple brokerage commission claims may be involved.

9. **AUTHORIZATIONS AND OBLIGATIONS.**

a. Broker will undertake to find a ready, willing and able purchaser or exchange party, if Owner so requests and will engage in marketing activity which may include advertising, showing the Property and/or conducting open houses, photographing of the Property and the use of such photographs and images in promoting its sale and the placement of information about the Property on the Internet and other media.

Owner(s)' Initials: _____

Broker's Initials: _____

b. Owner consents that the Property may be shown at any reasonable time, including evenings and weekends,

and shall refer any and all inquires concerning the Property to Broker. Owner understands that providing the Broker with a key and/or use of lockbox to the Property does not in any way make the Broker the custodian of the Property or responsible for the operation, maintenance or security of the Property. The installation of the lockbox is for the benefit of the Owner. The Owner hereby authorizes: **(CHECK ALL THAT APPLY)**

- The installation of a lockbox.
- The placement of a FOR SALE sign on the Property.

c. Owner shall furnish complete and accurate information/documents reasonably necessary for processing of this listing into MLS, for processing of purchaser's mortgage and for closing the sale, or exchange. During the listing period and from the entry into a contract of sale, exchange, agreement until closing of the sale, even if the Property becomes vacant, it is Owner's responsibility for continuation of utilities, interior and exterior maintenance, lawn care and snowplowing until transfer of title of the sale, unless otherwise agreed in such contract of sale, exchange, or other agreement for the transfer of the Property. Owner agrees to conduct all negotiations through and refer all inquiries to Broker. Owner shall comply in a timely manner with all requirements created in such contract of sale, exchange, or other agreement, which may include delivery of title documents, Health Department approvals for private septic and water systems, sump pump certificates, etc.

10. USE OF LISTING CONTENT AND LICENSE. Unless Owner delivers to Broker a written certification, in a form acceptable to Broker, that Owner does not desire the Listing Content (as defined below) to be disseminated by the MLS or any other multiple listing service, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Owner Listing Content or the Broker Listing Content, may be filed with the MLS or other multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for whatever reason. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, does not violate or infringe upon the rights, including any copyright rights, or any person or entity. Owner acknowledges and agrees that as between Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

11. FAIR HOUSING. Owner represents and agrees that the Property is available for sale, or exchange and is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, disability, age, familial status or other prohibited factors provided by law.

12. MULTIPLE LISTING SERVICE NOT AN AGENT. The Western New York Real Estate Information Service, LLC. and the MLS is not an agent of the Owner and none of the terms of this Agreement shall make either of them the Owner's agents.

13. ENTIRE AGREEMENT. Owner has read and understands this Agreement and acknowledges receipt of a copy thereof. Owner has had an opportunity to consult legal counsel prior to entry into this Agreement. This Agreement shall be binding upon the Parties hereto, their heirs, representatives, successors and/or assigns. The word Owner refers to each and any party who has any ownership interest in the Property and the undersigned represent(s) they are authorized to enter into this Agreement. No modification or waiver of any provision in this Agreement shall be binding unless made in writing and signed by all Parties hereto.

14. DISCLOSURE. Owner makes the following disclosure and the disclosures set forth in Attachment A. Owner understands that Broker and all members and users of the MLS will be entitled to rely on these

Owner(s)' Initials: _____

Broker's Initials: _____

disclosures. Owner has an on-going duty to disclose any changes in this disclosure and to maintain the accuracy of such information.

a. Owner acknowledges that Owner is aware of the Home Equity Theft Prevention Act, a part of the Real Property Law of the State of New York. Owner warrants and represents to Broker that:

- (1) Owner is not in default of any mortgage affecting the Property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (2) there are no actions pending against the Property to foreclose a mortgage; and
- (3) the Property is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

In the event that the above circumstances change after the signing of this Agreement, Owner will communicate with Broker regarding any of the matters referred to above in subparagraph (1), (2) or (3) and to keep Broker fully informed of any such changes.

15. MISCELLANEOUS.

a. **Captions.** The captions and headings contained in this Agreement are for convenience only and are not intended to limit or amplify the terms of this Agreement.

b. **Notices.** All notices, demands and objections given under this Agreement shall be in writing and shall be delivered by fax, personal delivery, U.S. Postal Service first class mail or overnight delivery service. Any notice by either Party, other than those personally delivered, shall be delivered to the Owner or Broker's address listed in this Agreement, unless such Party has given notice to the other Party of a different address.

c. **Survival.** The representations, warranties and disclosures made by the Owner in this Agreement shall survive the completion, expiration or termination of this Agreement.

| | | |
|-------------------------------|--------|---|
| _____ | _____ | <u>Stephanie Morgan-JRS Morgan Realty LLC</u> |
| (Owner) <u>Town of Aurora</u> | (Date) | (Broker) |
| _____ | _____ | By: _____ |
| (Owner) | (Date) | (Authorized Representative) |
| <u>300 Gleed Avenue</u> | _____ | <u>East Aurora NY 14052</u> |
| (Owner's Current Address) | | (City, State Zip) |
| _____ | _____ | _____ |
| Owner's Phone Number(s) | | Owner's Email Address |

EXPLANATION. The following explanation and definitions are offered in compliance with the New York Department of State Regulation 175.24 under Article 12-A of the Real Property Law.

An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of the Property find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

An "EXCLUSIVE AGENCY" listing means that if you, the owner of the Property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

A "REALTOR®" is a licensed broker/agent who is a member of the National Association of REALTORS® and subscribes to the Code of Ethics of the National Association of REALTORS®.

Owner(s)' Signature: _____

Owner's Signature: _____

ATTACHMENT A TO THE LISTING AGREEMENT

SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- Yes** **No** (A) **Title.** Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- Yes** **No** (B) **Agricultural District.** The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- Yes** **No** (C) **Utility Surcharge.** The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: _____
Amount: _____ Payable (i.e. monthly, yearly): _____
- Yes** **No** (D) **Water Well.** The Property has a private water well and/or other non-public water supply.
- Yes** **No** (E) **Public Water.** The Property is connected to a public water supply.
- Yes** **No** (F) **Septic System.** (1) The Property has a private septic system approved for _____ bedrooms.
(2) If yes, the dwelling(s) on the Property:
 - Yes** **No** (a) will have been vacant in excess of 90 days immediately prior to the inspection to obtain a Certificate/Approval for the septic system ("Septic Inspection") and the property is serviced by metered water; or
 - Yes** **No** (b) will have been vacant for more than 90 days immediately prior to the Septic Inspection; or
 - Yes** **No** (c) will be vacant as of the Septic Inspection **and** the dwelling(s) is/are not serviced by metered water or does/do not have a system of record with the applicable governmental authority.
- Yes** **No** (G) **Public Sewers.** The Property is connected to public sanitary sewers.
- Yes** **No** (H) **Heating Oil/Propane.** The Property is serviced by heating oil and/or propane.
- Yes** **No** (I) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well.
- Yes** **No** (J) **Oil/ Gas/Mineral Leases.** Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- Yes** **No** (K) **Flood Zone.** The Property is currently located in a special flood hazard zone.
Note: If Yes, flood insurance will likely be required by an institutional lender.
- Yes** **No** (L) **Radon.** The Property has been tested for radon.
- Yes** **No** (M) **Special Tax District.** The Property is located in a special tax district having a separate tax bill (for example: Buffalo Place, Bailey/Kensington Business District).
- Yes** **No** (N) **Tax Exemption.** (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, Veteran's).
(2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- Yes** **No** (O) **Special Tax Assessments.** The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines)("Special Tax Assessments").
- Yes** **No** (P) **Vehicular Access.** Vehicular access to the Property is currently by way of:
 - Yes** **No** (1) a contiguous municipal road right of way.
 - Yes** **No** (2) a contiguous, shared private road right of way of record.
- Yes** **No** (Q) **Shared Driveway.** The Property is serviced by a shared driveway.
- Yes** **No** (R) **Court Orders.** Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- Yes** **No** (S) **Bankruptcy.** Seller is currently in bankruptcy.
- Yes** **No** (T) **Foreclosure.** The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- Yes** **No** (U) **Sufficient Funds.** Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- Yes** **No** (V) **Code Violations.** Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- Yes** **No** (W) **FIRPTA Certification.** Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

The above information is to the best of the Owner's knowledge and we authorize the Broker to provide this information to any potential purchaser, tenants or exchange parties and other Brokers or their agents.

(Owner) Town of Aurora

(Date)

(Owner)

(Date)



TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION

WS-10

To Be Completed By Applicant

PETITIONER: Name: ANDREW ROMANOWSKI - ARR HOLDINGS, LLC
Address: 4737 CAMP ROAD
HAMBURG NY 14075
City State Zip
Phone: 716 998 1801 Fax: 716 646 0249
E-Mail: ANDREW@ALLIANCEHOMES.COM

PROPERTY OWNER (if different from petitioner):

Name: _____
Address: _____ Ph. No. _____

PROJECT ADDRESS: EMERY ROAD 187.00-04-52.0
No. Street SBL No.

PROJECT DESCRIPTION: PROPOSED 2 LOT ODA ON 11.23 ACRES OF LAND
LOCATED ON EMERY ROAD NORTHSIDE WEST
OF CENTRAL STREET FOR 2 FUTURE SINGLE
FAMILY DWELLINGS

Signature of Applicant: [Signature]

State of New York)SS:
County of Erie)

On the 11th day of June, in the year 2014, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Romanowski personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

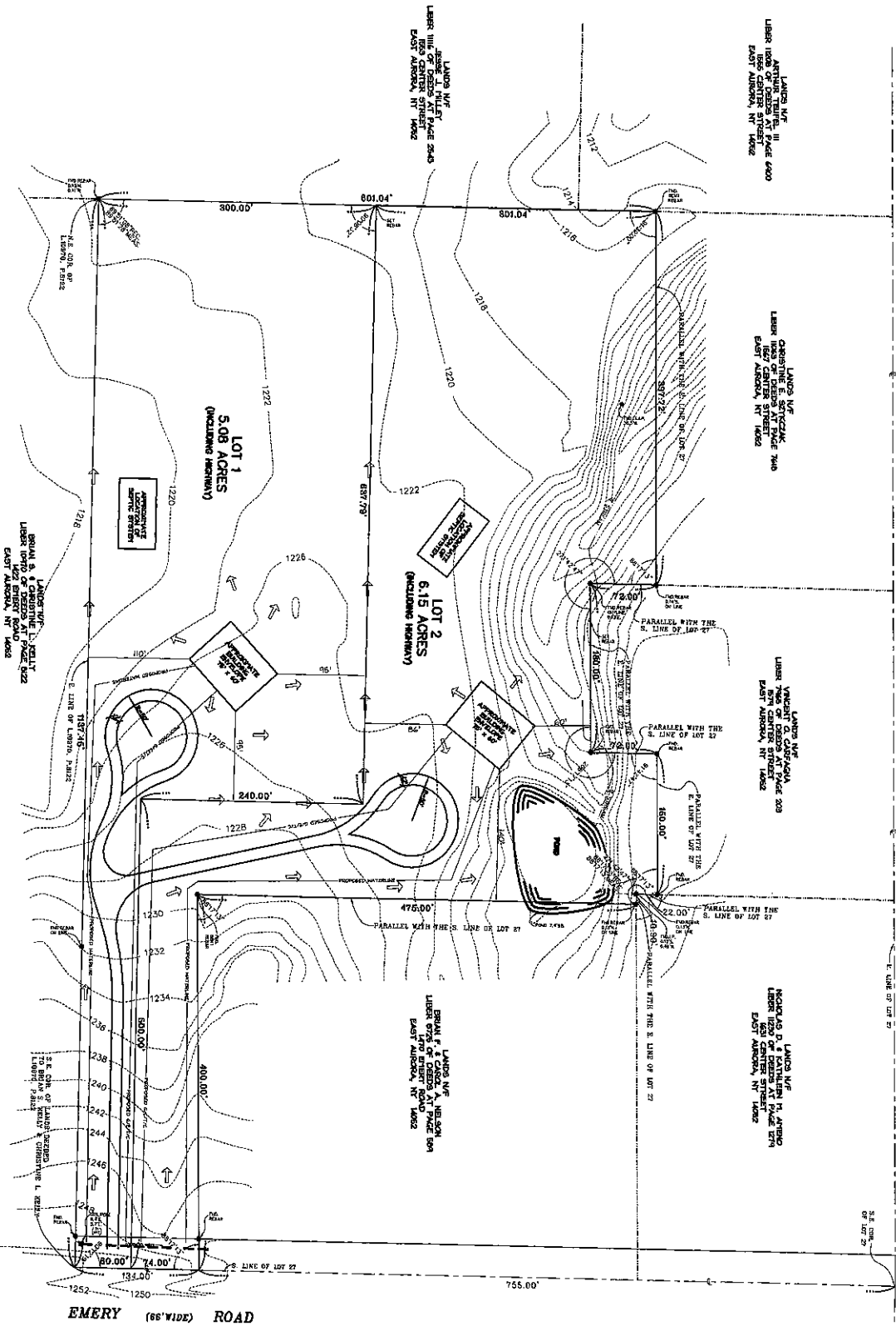
[Signature]
Notary Public

JENNIFER L. SEYMOUR
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 8/5/2014

OFFICE USE ONLY:

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

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



CENTER STREET (66' WIDE)

EMERY (66' WIDE) ROAD

APPLICANT: ANDERSON CORP
 1772 CAMP ROAD
 14708 SHEN, NY 14785

OPEN DEVELOPMENT PLAN
EMERY ROAD - 11.23 AC.

PART OF LOT 27
 TOWNSHIP 9, RANGE 4
 COUNTY OF ALBANY, STATE OF NEW YORK

30% Lateral Slope
 50% Lateral Slope
 75% Lateral Slope
 100% Lateral Slope

DATE: 10/15/2024
 SCALE: 1"=20'

1 of 1

Narrative description for the 2 Lot Open Development Area (ODA) proposed on 11.23 acres at tax parcel 187.00-04-52.12 Emery Road in the Town of Aurora New York for access and utilities.

VEHICULAR INGRESS / EGRESS

As part of the proposed development, the intent will be to service the both lots with ingress and egress along a shared 12 foot wide common driveway that will be constructed to support both owners and emergency vehicle (if necessary) use. That part of the drive which branches off to serve Lot 2 will be owned and maintained in whole by Lot 2. That part of the drive up to the point that separates to Lot 2 will be owned by Lot 1 but maintained by both Lot 1 and Lot 2. Title of the main part of the driveway that has the access point to Emery Road will be with Lot 1. A suggested maintenance agreement between both lots will be submitted to the Town for review and acceptance.

UTILITIES

Each lot will have separate public and private utilities. Public utilities available at Emery Road include, but not limited to potable water, gas, electric, cable and telephone. Each lot will have separate private waste disposal systems that will require approval from Erie County Health Department.

Book 112 (leg)

DEED-Warranty with lien covenant

WARRANTY DEED

This Indenture, Made the 15th day of September 2010.

Between

Tina Marie Terwilliger d/b/a TMT Enterprises
residing at 2432 Eastwood Road, East Aurora, New York 14052, party of the first part

and

ARR Holdings, LLC
with offices at 4727 Camp Road, Hamburg, New York 14075, parties of the second part

Witnesseth, that the party of the first part, in consideration of One and More Dollars (\$1.00 & More) lawful money of the United States, paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs, successors and assigns forever

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. 27, Township 9, Range 6 of the Holland Land Company's Survey, described as follows:

BEGINNING at a point in the centerline of Emery Road, located 755.0 feet westerly along the centerline of Emery Road from the intersection of the said centerline with the centerline of Center Street; thence continuing westerly along the centerline of Emery Road a distance of 134.0 feet to a point; thence northerly at an interior angle of 90° 12' 19" with the last described line a distance of 1137.45 feet to a point marked by a set rod; thence easterly at an interior angle of 89° 51' 08" a distance of 601.04 feet to a point marked by a set rod; thence southerly at interior angle of 91° 39' 00" a distance of 397.72 feet to a point marked by a set rod; thence westerly at an interior angle of 88° 17' 13" a distance of 72.0 feet to a point marked by a set rod; thence southerly at an interior angle of 271° 42' 47" a distance of 180.0 feet to a point marked by a set rod; thence easterly at an interior angle of 268° 17' 13" a distance of 72.0 feet to a point marked by a set rod; thence southerly at an interior angle of 91° 42' 47" a distance of 150.0 feet to a point marked by a set rod; thence southerly at an interior angle of 271° 42' 47" a distance of 10.90 feet to a point marked by a set rod; thence westerly at an interior angle of 88° 17' 33" a distance of 475.0 feet to a point marked by a set rod; thence southerly at an interior angle of 271° 42' 47" a distance of 400.0 feet to a point in the centerline of Emery Road, being the point and place of beginning.

Together with the appurtenances and all the estate and rights of the party of the first part

To have and to hold, the above premises unto the said parties of the second part, their heirs, successors and assigns forever.

And said party of the first part does covenant with the said parties of the second part as follows:

First, that the parties of the second part shall quietly enjoy the said premises;

Second, that said party of the first part will forever Warrant the title to said premises.

Third, that this conveyance is subject to the trust fund provisions of section thirteen of the lien law.

VO-2
\$55,000
\$45,000
231001



U.S. Fish and Wildlife Service

National Wetlands Inventory

Emery Rd and
Center St Aurora
NY

Jun 11, 2014

Wetlands

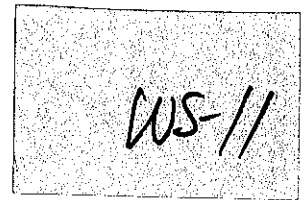
- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Rivarine
- Other



User Remarks:

This map is for general reference only. The U.S. Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

THIRD AMENDMENT TO AGREEMENT DATED SEPTEMBER 24, 2007



This agreement, made and entered into on the day of May, 2014, by and between the **TOWN OF AURORA** ("Town"), a municipal corporation duly existing pursuant to the laws of the State of New York with an address at 300 Glead Avenue, East Aurora, New York, 14052, and **AURORA ARSENAL SOCCER CLUB, INC.**, ("Arsenal"), a domestic not-for-profit corporation duly existing pursuant to the laws of the State of New York with a mailing address at PO Box 132, East Aurora, New York, 14052, based upon the following recitals and terms more particularly described below and in the exhibit annexed thereto.

Recitals

WHEREAS, Town and Arsenal entered into an agreement dated September 24, 2007 ("2007 Town-Arsenal Agreement") which provided for, among other things, Arsenal use of certain land at Knox State Park for soccer fields, and an Amendment thereto dated September 26, 2011, ("2011 Amendment"), a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, the 2007 Town – Arsenal Agreement and 2011 Amendment are still in full force and effect; and

WHEREAS, the Town and Arsenal have herein agreed to certain revisions to the 2011 Amendment with respect to the paragraph numbered "2 " and labeled "FACILITIES" and the paragraph numbered "3" and labeled "PAYMENT";

NOW THEREFORE, for lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Arsenal agree as follows:

1. PRIOR AGREEMENTS: All terms of the 2007 Agreement and 2011 Amendment thereto between the Town and the Arsenal shall continue in full force and effect unless contrary to the terms contained in this Amendment which supersede the terms of the prior Agreement and Amendment.
2. FACILITIES: From the 2014 season up to and including the 2019 season, the Arsenal shall have use of the entire area labeled "soccer fields" as well as the entire area labeled "polo fields" in Exhibit "A" in the 2007 Town-Arsenal Agreement.
3. PAYMENT: The Arsenal agrees to pay the Town \$8,000.00 every year from 2014 through 2019 as and for Arsenal's contribution to costs including maintenance, upkeep, equipment purchases and improvements to the lands Arsenal utilizes as determined by the Town.

4. IN WITNESS WHEREOF, the Town and Arsenal have executed this Second Amendment on the date set forth herein.

DATED: May , 2014

TOWN OF AURORA

By: James Bach , Supervisor

AURORA ARSENAL SOCCER CLUB, INC.

By: Raymond Wrazen, President

WS-12

Martha and I met with Waste Management regarding our contract with them and our Recyclebank Rewards program. If you recall, we had a free two year period to use the Recyclebank program (that was the contest to win the \$100k, which included two free years of service). That time period is ending on 6/30/14 and becomes a service you pay for. Waste Management provided us with these three options:

1) Cost of Recyclebank is split between WM and the Town with WM assuming 62% of the monthly fee (\$740) and the Town assuming the rest \$456. The method of payment by the town would be to accept a 1% price increase over our current \$45,639 monthly payment raising it as of 7/1/14. WM would also request that the Town execute the three year contract extension for the years 2016-2018 before 7/1/14. In effect, executing the extension early and guaranteeing the relationship between the Town and WM (including the Recyclebank rewards program).

2) Town accepts the full cost of the REcyclebank program fee and the extension is tabled until 2015, in advance of the 12/31/15 expiration date of the contract extension.

3) The Town elects to discontinue the Recyclebank program. Residents will no longer receive points for their curbside recycling efforts. (They can still get points by logging on and doing things, just not for curbside weight).

My recommendation is #3, to discontinue the Recyclebank program. We, as a government, do not need to pay for people to use this 'for profit' system just to get some discount coupons. Residents can find other ways to do that themselves. We can continue to talk to WM on the executing the extension early (if there is some additional incentive for us to do so), but that would be a totally separate conversation.

SORRY FOR THE DELAY - this one dropped off my radar until I received an email this morning from WM regarding the issue. My apologies. Martha has the background on this as well and can assist in the conversation.

Sue