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



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## **TOWN OF AURORA**

Southside Municipal Center 300 Gleed Avenue, East Aurora, NY 14052 www.townofaurora.com

## **TOWN COUNCIL MEMBERS**

Susan A. Friess sfriess@townofaurora.com

Sep 24, 2014

Jeffrey T. Harris jharris@townofaurora.com

To: Town Board Members

Jolene M. Jeffe jjeffe@townofaurora.com

Charles D. Snyder

csnyder@townofaurora.com

I would like to meet with the Board at the next Work Session to talk about the future of electronics recycling in the Town. Due to changes in the recycling industry, it is no longer profitable. I would like to know what the Board's thoughts are on whether or not we should continue to provide recycling services to residents in the future and if so, at what level.

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

Sincerely,

David M. Gunner

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

## LEASE AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_octobeR\_, 2014, by and between TOWN OF AURORA, A Municipal Corporation 300 Gleed Avenue East Aurora, New York 14052 hereinafter referred to as the "Lessor", and ( PENFOLD GROUP LLC) Helland, N.Y. 14408 hereinafter referred to as the "Lessee". WHEREAS, the Lessee desires to lease 230 square feet at 300 Gleed Avenue, East Aurora, New York, for the purpose of Professional Office WHEREAS, the Lessor is willing to lease portions of 300 Gleed Avenue subject to the terms and conditions set forth herein. NOW, THEREFORE, the parties agree as follows: PREMISES: The Lessor hereby leases to the Lessee 230 square feet of space within the facility known as 300 Gleed Avenue. The Lessee shall use and the occupy leased premises for the purpose of Professiond Office TERM: The term of the lease shall be for One (1) Year commencing on Oct. 15 2014 and terminating on Oct. 15, 2015, or unless sooner terminated in accordance with the provisions of this Agreement. The Lessee may extend this Lease, upon the same terms for an additional period

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of ONC (1) YEAR. The Lessee shall exercise the option to extend by giving written notice to the Lessor not less than ninety (90) days prior to the then-existing term. The rent shall be adjusted in accordance with Paragraph 3 herein. The extension of this Lease is subject to any affirmation of the Lessor as required by law.

- RENT: During the term hereof, the Lessee hereby covenants and agrees to pay the Lessor, as rent for the use and occupancy of the leased premises, the sum of Four thousand Eight Houdand AND 00/100 DOLLARS (\$ 5800.00) to be paid in equal monthly installments of \$ 100.00. The annual rent, with equal monthly installments shall be increased on the anniversary date of the Lease then in existence at a rate of 2% effective of the 1st day of the year of continuation.
- 4. IMPROVEMENTS AND ALTERATIONS: The Lessee shall make no material alterations, additions, or installations to fixtures or improvements to, in, or on the leased space without the prior written consent of the Lessor. Such alterations shall inure to the benefit of the Lessor upon the termination of this Lease Agreement. All alterations and improvements made by the Lessee to the premises which are so attached that they cannot be removed without material injury to the demised premises shall become the property of the Lessor upon installation. Any alterations to the premises undertaken by the Lessee without the express consent of the Lessor shall be a breach of this Lease and, at the option of the Lessor, shall cause a termination of this Lease. Any signs of the Lessee must be approved by the Lessor. All approved signs will be at the sole expense of the Lessee including the cost of any permits and licenses required for the erection and maintenance of signs as permitted by law. The Lessee shall be solely responsible for securing telephone-related services to the premises, and for the ongoing maintenance and service costs of same.
- 5. <u>SECURITY SYSTEM</u>: The Lessor may maintain, install and keep in the facility a security system of whatsoever nature as determined by the Lessor. The Lessee