

GA

Grantwriting Services Contract

Prepared By:

Ann McDonnell, Project Consultant

121 Woodside Drive

Elma, NY 14059

Phone: 7166521299

E-mail: amcdonnell@verizon.net

Prepared For:

Town of Aurora

James Bachman

Gleed Street

East Aurora, NY 14052

Ann McDonnell, Project Consultant, hereby agrees to develop a full grant application as follows:

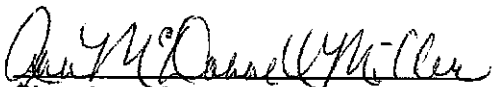
Description	Hours	Rate	Total Contract Esti...
Preparation and submittal of full application to the NYS DEC for reimbursement for composting equipment including leaf sucker, leaf blower, recycle bins and truck with collection box; based on approval of preliminary application submitted in 2012 (eligible for up to \$62,078 in grant funds; based on 50% reimbursement for eligible costs)		800.00	800.00
Total Contract Estimate:			\$800.00

The following services will be provided by Ms. McDonnell and the Applicant under this Contract Agreement:

1. Planning meeting(s) between Ms. McDonnell and Project representatives;
2. Provision of background information and vendor quotes by the Applicant;
3. Submittal of a draft version of the proposal by Ms. McDonnell to the designated representative for review at least 5 days before funder's deadline;
4. Submittal of a completed application by Ms. McDonnell prior to the grant application deadline;
5. Payment in full to Ms. McDonnell within 30 days of submittal of the application.

This contract is hereby authorized by:

Ann McDonnell, Project Consultant


Signature

11/4/2015

Date

Authorized Representative of Town of Aurora

Signature

Date

(Please print name)

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



TOWN CLERK
Brook
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town

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

TOWN COUNCIL MEMBERS

October 16, 2015

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 the Town Board approve of the purchase of a 7 ton equipment trailer. This will be used to haul our new asphalt roller. I have obtained the following 3 quotes:

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

Tri-County Tool Rental- \$4876.00
General Welding- \$5250.00
Caterpillar Equipment- \$6709.00

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

This will be ordered for delivery after January 1, 2016. It will be paid for out of DB5130.217 Machinery equipment at that time from the 2016 budget.

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

Ordering now will beat an anticipated price increase in December.

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

Sincerely,

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

David M. Gunner
Superintendent of Highways

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

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



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jharris@townofaurora.com

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jjeffe@townofaurora.com

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csnyder@townofaurora.com

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peggy@townofaurora.com

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Jeffrey P. Markello

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

FAX: (716) 652-3507

To: Town Board Members

I respectfully request approval to purchase a 2015 Caterpillar CB24 vibratory roller. This will be ordered for delivery after January 1, 2016. It will be paid for out of DB5130.217 Machinery equipment at that time from the 2016 budget.

Ordering now will beat the scheduled price increase that Caterpillar plans on having December 1, 2015.

The price is \$39680.00 and is being purchased off of NYS OGS bid.

Sincerely,

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

David M. Gunner
Superintendent of Highways

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



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

TOWN COUNCIL MEMBERS

10/30/2015

Susan A. Friess
sfriess@townofaurora.com

Board Members,

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

I am asking that the Town Board authorize the Supervisor to sign the attached Memorandum of Agreement with the Western New York Stormwater Coalition. This will mark the beginning of the third 5 year agreement between The Coalition and the 40+ participating MS4s. This organization is instrumental in coordinating and aiding the members in the implementation of their municipal stormwater plans. Thank you.

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

Bill Kramer

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

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

DIR. OF RECREATION
Christopher Mussafan
(716) 652-8866
peggy@townofaurora.com

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Ronald P. Bennett

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Douglas W. Marky
Jeffrey P. Markello

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

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

**MEMORANDUM OF AGREEMENT
WESTERN NEW YORK STORMWATER COALITION**

This MEMORANDUM OF AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of Alden, Village of Alden, Town of Amherst, Village of Angola, Town of Aurora, Village of Blasdell, Town of Boston, Buffalo Sewer Authority, Town of Cambria, Town of Cheektowaga, Town of Clarence, Village of Depew, Village of East Aurora, Town of Eden, Town of Elma, Town of Evans, Town of Grand Island, Town of Hamburg, Village of Hamburg, Village of Kenmore, City of Lackawanna, Town of Lancaster, Village of Lancaster, Town of Lewiston, Village of Lewiston, Town of Lockport, Niagara Falls Water Board, City of North Tonawanda, Town of Orchard Park, Village of Orchard Park, Town of Pendleton, Town of Porter, Village of Sloan, City of Tonawanda, Town of Tonawanda, Town of West Seneca, Town of Wheatfield, Village of Williamsville, Village of Youngstown, County of Erie, County of Erie - Sewer District #6, County of Niagara, State University of New York at Buffalo, hereinafter referred to as “Coalition Members,” hereby creates the Western New York Stormwater Coalition, as of December 31, 2015.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-15-003); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in February of 2001 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. TERM.

The term of this agreement shall be for five years and shall commence on December 31, 2015 and terminate on December 31, 2020, unless extended or renewed.

2. PURPOSE.

To authorize the work of the Western New York Stormwater Coalition whose purpose it is to work collectively to:

- A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-15-003 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,
- B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,
- C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-15-003; and,
- D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-15-003.

3. MEMBERSHIP.

- A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

- B. Each member of the Coalition shall have one (1) vote at all meetings.
- C. In order to take action the Coalition shall utilize the following quorum requirements:
1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
 2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
 3. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
 4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.
- D. The Coalition shall elect a Chairman, Vice Chairman, Treasurer, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.
- E. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.
- F. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of the full annual membership fee for that calendar year.
- G. This Memorandum of Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

- A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

- B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition Member.
- C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Western New York Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition.
- D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.
- E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.
- F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

- A. Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-15-003. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If ECDEP will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2016. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not

incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

- B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.
- C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-15-003) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

- A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.
- B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.
- C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

WESTERN NEW YORK STORMWATER COALITION

BY-LAWS

ARTICLE I

ESTABLISHMENT AND PURPOSES

Section 1.1 Establishment.

The Western New York Stormwater Coalition (the "Coalition") was created by a Memorandum of Agreement dated December 31, 2005, and renewed December 31, 2015, referred to as the ("Agreement").

Section 1.2 Purpose.

The Coalition shall coordinate and cooperate in efforts to meet the requirements of the Phase II Stormwater regulations (40 C.F.R. Sections 9, 122, 123 and 124 (1999), as amended) and the New York State Department of Environmental Conservation ("NYS DEC") SPDES General Permit for Stormwater Discharges from MS4s (GP-0-15-003) by those signatories to the Agreement ("Coalition Member(s)").

ARTICLE II

GOVERNANCE OF THE COALITION

Section 2.1 Representation.

The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition. Unless otherwise indicated by the context, as used in these By-Laws the term "representative" or "representatives" shall include representatives or alternates.

Section 2.2 Duties.

Coalition Members shall carry out the purposes of the Coalition described in the Agreement and any activities deemed necessary to carry out the purposes as may arise from time to time.

Section 2.3 Compensation.

A representative to the Coalition shall not receive compensation from the Coalition but may be reimbursed for reasonable expenses incurred in connection with the performance of his or her duties, upon approval of reimbursement by the Coalition.

ARTICLE III

MEETINGS

Section 3.1 Annual Meetings.

Annual meetings of the Coalition shall be held during the months of January or February on such date and at such time and place as shall be specified by the Coalition, or if no date is agreed to by the Coalition, at such other date, time and place within those months as the Chairman may determine.

Section 3.2 Regular Meetings.

Regular meetings of the Coalition may be held each month on such date, and at such place and time as the Coalition shall determine. The Coalition shall adopt a schedule of regular meetings for the calendar year at the annual meeting, by motion of the Chairman, and may amend such schedules during the course of the year.

Section 3.3 Special Meetings.

Special meetings of the Coalition may be held at the call of the Chairman or upon written request of five members of the Coalition to the Secretary.

Section 3.4 Roberts Rules of Order.

The proceedings of meetings at the Coalition shall be governed by Roberts Rules of Order.

Section 3.5 Order of Business.

A. The usual order of business for Coalition meetings shall be as follows:

1. Roll Call (pass sign-in sheet)
2. Call to Order
3. Approval of Minutes
4. Treasurer's Report
5. Correspondence/Report of Secretary
6. Report of Chairman
7. Report of Committees
8. New Business
9. Unfinished Business
10. Payment of Vouchers
11. Comments from Public
12. Adjournment

B. The above order may be amended on motion of any voting representative or the, Chairman, subject to objection by any voting representative of the Chairman. If objection be raised, suspension of the above order of business shall be determined by vote of the majority of the representatives present without regard to the provisions of Section 3.8.

Section 3.6. Open Meetings.

All meetings of the Coalition shall be open to the public, except as permitted to be closed by the New York Public Officers Law.

Section 3.7 Notice of Meetings.

The Secretary shall cause to be delivered by e-mail or sent by regular mail, to each participating Coalition Member, written notice of monthly meetings on an annual basis, and if special meetings are called, notice of such meetings shall be e-mailed or mailed to the Coalition Members at the addresses provided by the Members' representatives, no less than seven (7) days prior to the date of the meeting. Prior notification of each meeting may also be given to The Buffalo News, and to such local newspapers as may request such prior notification.

Section 3.8 Voting.

Each member of the Coalition shall have one (1) vote at all meetings.

In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the Coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, and establishment of an annual fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

Section 3.9 Additional Alternates.

The governing body of any participating Coalition Member may authorize the town supervisor or village or city mayor, as the case may be, to designate an alternate other than one previously designated, to represent the participating Coalition Member at any Coalition meeting or meetings in such kinds of contingency situations as the governing body may deem appropriate, and subject to such voting limitations, if any, as it may specify. Such alternate may be a representative or alternate for another participating Coalition Member. The designation of such alternate shall be communicated in writing or by facsimile transmission to the Secretary of the Coalition prior to the transaction of business by the Coalition at any meeting or meetings to be attended by the alternate.

ARTICLE IV

OFFICERS

Section 4.1 Officers.

The officers of the Coalition shall be a Chairman, Vice Chairman, Secretary and Treasurer.

Section 4.2 Qualification for Office.

An officer shall be an official or employee of his or her respective Coalition Member. Only one officer can be elected from any one Coalition Member.

Section 4.3 Elections.

All officers shall be elected by the Coalition at the annual meeting.

Section 4.4 Term.

Each officer shall serve a term of one year or until the next annual meeting of the Coalition and the election and qualification of their successors. Officers may serve consecutive terms.

Section 4.5 Duties of Officers.

- A. Chairman. The Chairman shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with these By-Laws; appoint the members, and the chair of each Coalition Committee; represent the Coalition in its relations with elected officials and other official bodies, groups and organizations; and carry out any additional duties as may be assigned by the Coalition.
- B. Vice Chairman. The Vice-Chairman shall, in the event of absence or disability of the Chairman, perform the duties and exercise the responsibilities of the Chairman; assist the Chairman in disseminating information to the public concerning activities and proceedings of the Coalition; sign checks in the event of the absence or disability of the Treasurer; and carry out any additional duties as may be assigned by the Chairman or the Coalition.
- C. Secretary. The Secretary shall attend all meetings of the Coalition and distribute a summary report of each Coalition meeting; give and serve all notices as required by these By-Laws; assist the Chairman in attending to all official correspondence of the Coalition, keep a written record of attendance; maintain the records of the Coalition and serve as the Coalition's records management officer; distribute approved minutes to the clerk of each participating Coalition Member; and carry out any additional duties as may be assigned by the Chairman or the Coalition.
- D. Treasurer: In conjunction with the chief fiscal officer of the Coalition Member designated to hold the "Western New York Stormwater Coalition" account, the Treasurer shall have care and custody of the funds of the Coalition; sign all checks; and keep full and accurate books and records of all financial matters; invoice Coalition Members for the annual fee, and carry out such other duties as may be assigned by the Chairman of the Coalition.

Section 4.6. Vacancies.

In the event of a vacancy in the office of the Chairman, the Vice-Chairman shall automatically become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice Chairman, Secretary or Treasurer shall be filled for the balance of the term by the Coalition at the next meeting of the Coalition.

ARTICLE V

COMMITTEES

Section 5.1 Executive Committee.

The Stormwater Coalition Executive Committee shall consist of seven Coalition Members including the Chair, Vice Chair, Secretary and Treasurer, one Village member, one Town member, and one agency or special district member. Members of the Executive Committee shall be elected at a regularly scheduled Stormwater Coalition meeting or the Annual Meeting. Members of the Executive Committee shall serve one year terms.

The Executive Committee shall meet a minimum of two times per year at a date and time established by the Chair. The meetings shall be open for attendance by any interested Stormwater Coalition Member. The Executive Committee shall act on behalf of the Coalition between scheduled meetings based upon decisions by the full Coalition; act on tasks delegated by the full Coalition; make recommendations to the full Coalition regarding the work plan, projects, fees and disbursement of funds toward the purposes of the Coalition. Recommendations of the Executive Committee shall be based upon a majority of those members present at the meeting.

Section 5.2. Ad Hoc Committees.

The Chairman shall establish such ad hoc committees or subcommittees as the Coalition deems necessary to promote the purpose and carry on the work of the Coalition.

Section 5.3 Appointment of Committee Members.

The members of each committee or subcommittee and the chair thereof shall be designated by the Chairman.

Section 5.4 Ex Officio Membership.

The Chairman shall be an ex officio non-voting member of all committees or subcommittees created pursuant to these By-Laws.

ARTICLE VI

Section 6.1 Audit.

The payment of all bills and claims shall be subject to prior approval by the Coalition. Audits may be conducted as determined by the Coalition at the Annual Meeting.

Section 6.2 Administrative Services.

Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual reports and other documentation required by NYS DEC to satisfy the requirements of GP-0-15-003. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If ECDEP will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2016. ECDEP staff time charges shall be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

ARTICLE VII

ADOPTION AND AMENDMENT

Section 7.1 Adoption of By-Laws.

These By-Laws shall be adopted by affirmative vote as provided by Section 3.8 of these By-Laws, and may be amended in the same manner.

Section 7.2 Adoption of Amendments.

The wording of any proposed amendment to these By-Laws shall be included in the notice of the regular or special meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting at which it is introduced, and may not be voted upon sooner than the next regular meeting.

**APPENDIX A
TO
MEMORANDUM OF AGREEMENT**

WESTERN NEW YORK STORMWATER COALITION

The Fee Schedule commencing January 1 and ending on December 31, shall be **\$1,250** per Coalition Member.

TOWN OF AURORA

BY: _____

TITLE: _____

DATE: _____

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

CE

Program Title: Teen Vounteer Program		OCYS ID# (For County Use Only)	Program Year: 2016
FUNDING INFORMATION			
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II		County: Erie	
FUND AMOUNTS			
Total Program Amount: 7,000		OCFS Funds Requested: 3,000	
Amount Allocated:		60% State Aid [RHYA Programs ONLY]	% Tax Match
		% Agency Cash:	% In Kind
AGENCY INFORMATION:			
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #:	Charities Reg. #:
Agency Website: aurorarec.com		Implementing Agency: Town of Aurora	
Mailing Address: 300 Glead Ave			
Address Line 2:			
City: East Aurora		State: NY	Zip Code: 14052
EXECUTIVE DIRECTOR FOR AGENCY			
Last Name: Bach		First Name: James	
Title: Town Supervisor		Phone Number: 716-652-7590	Extension:
Fax Number: 716-652-3507		E-Mail: supervisor@townofaurora.com	
CONTACT PERSON FOR AGENCY:			
Last Name: Musshafen		First Name: Christopher	
Title: Director of Recreation and Aquatics		Phone Number: 716-652-8866	Extension:
Fax Number: 716-652-5646		E-Mail: chris@townofaurora.com	
PERIOD OF ACTUAL PROGRAM OPERATION:		HOURS OF OPERATION:	
FROM: 6/27/16	TO: 8/15/16	FROM: 9:00am	TO: 4:00pm
<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Our volunteers work by program. Some will last all day while others will only last a few hours			

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY: Town of Aurora
PROGRAM TITLE: Teen Volunteer Program

Projected Total Program Enrollment 50	Projected Daily Attendance 30
PROGRAM SUMMARY: (Maximum of 100 words) Boys and girls, ages 12 and over, volunteer in summer recreation programs. Opportunites include swim lessons, day camp, pee wee and youth sports, theater, dance, and Aktion Club for adults with disabilities. Volunteers are supervised by trained staff and go through an orientation. Youth make constructive use of leisure time while developing leadership skills.	

PROGRAM SITES Most Significant (3 Maximum)	Assembly Dist. No.	NYS Senate Dist. No.	Local Planning Board	City Council District
Type	Address (Street, City, State, Zip)			
Park	166 S. Grove St.	147	59	
Pool	South St. and Olean St.	147	59	
Park	Warren Drive Park	147	59	

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender) MALE 23 FEMALE 27

ETHNICITY: (Enter number of participants per ethnic group)	WHITE <u>41</u>	BLACK OR AFRICAN AMERICAN <u>2</u>	HISPANIC OR LATINO _____
	AMERICAN INDIAN OR ALASKAN NATIVE _____	ASIAN <u>3</u>	TWO OR MORE RACES <u>4</u>
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____		

AGES 0-4 _____ 5-9 _____ 10-14 26 15-17 24 18-20 _____ 21 + _____

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described) No Yes

IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____

Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings below.

Features of Youth Development Settings (School, Home and Community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Building is located in a safe neighborhood. Staff are trained in what to do in an emergency. Child to staff ratio is age appropriate Policies and procedures concerning physical and psychological safety are periodically reviewed by sponsoring agency. A physical safety assessment is conducted periodically.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY <i>Town of Aurora</i>
PROGRAM TITLE <i>Teen Volunteer Program</i>

LIFE AREA 1: <i>(Enter Code)</i>	4CVC	GOAL 1: <i>(Enter Code)</i>	41
OBJECTIVE 1: <i>(Enter Code)</i>	416	SOS 1: <i>(Enter Code)</i>	412

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: <i>(Enter number participants per gender)</i>		MALE	<u>23</u>	FEMALE	<u>27</u>							
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE	<u>41</u>	BLACK OR AFRICAN AMERICAN	<u>2</u>	HISPANIC OR LATINO							
	AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN		<u>3</u>							
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		<u>4</u>							
AGES	0-4		5-9		10-14	<u>26</u>	15-17	<u>24</u>	18-20		21+	
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: <i>(Enter number of participants per population described)</i>		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes								
IF "YES", Youth aging out of foster care		Children of incarcerated parents										
Youth in the juvenile justice system who re-enter the community		Runaway and Homeless Youth										

IF APPLICABLE

OBJECTIVE 1: <i>(Enter Code)</i>		SOS 2: <i>(Enter Code)</i>	
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Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: <i>(Enter number participants per gender)</i>		MALE		FEMALE								
ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO							
	AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN									
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES									
AGES	0-4		5-9		10-14		15-17		18-20		21+	
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: <i>(Enter number of participants per population described)</i>		<input type="checkbox"/> No		<input type="checkbox"/> Yes								
IF "YES", Youth aging out of foster care		Children of incarcerated parents										
Youth in the juvenile justice system who re-enter the community		Runaway and Homeless Youth										



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

300 Gleed Avenue
East Aurora, New York 14052

GF 866
646

recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 11/4/15
Re: EAST Coaching

Approval is requested to hire Aubrey McLaughlin as an EAST Coach. Aubrey is a former competitive swimmer residing in East Aurora. He comes highly recommended by the EAST board and has experience working with children. If hired his start date would be 11/16/15 and rate of pay \$10.50.

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Start Date</u>	<u>Rate</u>
Aubrey McLaughlin	45 Park Ln. EA.	PT Lifeguard	11/16/15	\$10.50



GG

TOWN OF AURORA

Southside Municipal Center

300 Gleed Avenue, East Aurora, NY 14052

www.townofaurora.com

To: Aurora Town Board
From: James Bach, Supervisor
Date: November 5, 2015
Re: Budget Transfers

Please consider approval of the following budget transfer to cover the cost of Senior Center HVAC repair, budget deficit, and future 2015 repair and maintenance expenses:

From: A7180.426 Pool/repair – maintenance	\$5,000
A7020.411 Recreation – contractual	\$4,000
To: A1620.422 Op Building/repair-maintenance	\$9,000

Earlier this year the hot water tank at community pool was replaced at a cost of \$8,375 and the funds were taken from the Op Building repair and maintenance line. Laura Landers (Freed Maxick) considers this to be a pool related expense and should therefore come from the pool budget. At this time, after conferring with Chris Musshafen, a portion of the hot water tank expense will be transferred from pool maintenance and repair, since there will be more expenses that will need to come from that line in 2015.

To: Town Board

GH

From: Charles Snyder

Subject: Glead roof repair

I met with a representative of Jos. A. Sanders & Sons Roofing at Glead on September 3rd at Glead to address the section of roof that leaked last winter over the Historians office. Sanders Roofing supplied the attached quote for \$9,605.00, at which time the project was put out to bid (also attached). Quote requests were sent to Sahlems Roofing, Veracka Builders, Carmody Roofing and Stiglmeier Inc. I met with one contractor, Veracka Builders, for a site walk through, who declined to bid the work.

At this time I am asking that the Board approve the work as quoted by Jos. A. Sanders & Sons Roofing for \$9,605.00.

Thank you
Charles Snyder



TOWN OF AURORA

MINIMUM SPECIFICATIONS FOR ROOF REPAIR AT SOUTHSIDE MUNICIPAL CENTER, 300 GLEED AVENUE, EAST AURORA, NY

JOB SPECIFICATIONS:

- Relief cut valley line; mechanically fasten gypsum fiber roof board and fully adhere a 10' wide X 45' area of rubber roofing. Tie into the existing roof. At slope transition install 45' of pressure sensitive thermoplastic polyolefin membrane.
- Install 45' of .032 kynar finish drip edge on the upper roof.
- Strip in 158' of existing seam with 6" cured cover strip
- Install 45' of 12" pressure sensitive Elastoform flashing over the existing batten bar at the tie in to the metal roof.
- Overlay all existing patches and T-patches with 12" Elastorm.
- Install one (1) white or brown .032 kynar scupper approximately 10" high, 30" long at the step in the roof.

WALK THROUGH: An on-site walk through is can be scheduled by calling Councilman Charles Snyder at 912-5901.

PRICE: Price shall be net and shall include:

- Supply and install all new product as specified or note comparable product.
- **Prevailing wage applies.**

WARRANTY:

Shall include parts and service.

BIDS:

ALL BIDS MUST MEET OR EXCEED SPECIFICATIONS. Proposals submitted must include sufficient information and data to enable the Town of Aurora to determine whether the item conforms to bid specifications. Material deviations from specifications will not be accepted. Failure to comply with this will deem the bid invalid.

The TOWN OF AURORA (OWNER) is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment, and supplies sold to the OWNER pursuant to this Contract. Also exempt from such taxes are purchases by the CONTRACTOR and his Subcontractors of materials, equipment, and supplies to be sold to the OWNER pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are not to be included in the Bid.

INSURANCE:

The Town of Aurora is to be named as additional insured with respect to general liability. (Sample insurance certificate is attached.)
Proof of Workers Compensation insurance is required.

TIME-FRAME:

LAST DAY TO SUBMIT QUOTE/BID: Friday, October 30, 2015 @ 1:00p.m.

PLACE: Aurora Town Hall, 300 Gleed Avenue, E. Aurora, NY 14052 (Clerk's office)

COMPLETION DATE: November 16, 2015

The Town of Aurora reserves the right to accept or reject any or all bids. The bid accepted by the Town of Aurora shall constitute a contract between the successful bidder and the Town.



MAILING ADDRESS: PO BOX 814 BUFFALO, NY 14240
SHIPPING ADDRESS: 107 LATHROP ST. BUFFALO, NY 14212
GENERAL EMAIL: SANDERS@JASROOFING.COM
PHONE: (716) 893-1470 FAX: (716) 893-6623

Proposal for Contract Work

WBE Roofing & Sheet Metal Contractor

Certified by NYS and the County of Erie/City of Buffalo Joint Certification Committee

DBE Roofing Contractor & Other Building Material Dealer

Certified by the NFTA as authorized by the Department of Transportation

DATE: 10/13/2015
PROJECT: GLEED AVE REPAIRS

ESTIMATOR & PROJECT MANAGER: STEPHEN K. SANDERS
sksanders@jasroofing.com

ATTN: CHARLES SNYDER
FAX/EMAIL: csnyder@townofaurora.com

INCLUSIONS:

- 1 Relief cut the valley line, mechanically fasten 1/4" Securock and fully adhere a 10' wide X 45' area of EPDM. Tie into the existing roof. At the slope transition install 45' of PS RUSS.
- 2 Install 45' of .032 kynar finish drip edge on the upper roof.
- 3 Strip in 158' of existing seam with 6" cured cover strip.
- 4 Install 45' of 12" PS Elastoform flashing over the existing batten bar at the tie in to the metal roof.
- 5 Overlay all patches and T-patches with 12" Elastoform.
- 6 Install 1 shop fabricated white or brown .032 kynar scupper and 30' of white or brown prefabricated 3" X 4" downspout.
- 7 All of our work is with current certified WBE and DBE status.

EXCLUSIONS:

- | | |
|--|---|
| 1 OCP policy or other special insurance requirements. | 11 Roof deck repair or replacement. |
| 2 Permits or performance bond. | 12 Overtime and/or shift work. |
| 3 Sales tax unless specifically included above. | 13 Asbestos abatement and any other hazardous material removal. |
| 4 Flashing at additional penetrations not on drawings. | |
| 5 Wood blocking unless included above.. | 14 Thru wall flashings. |
| 6 Allowances, if required. | |
| 7 Disconnect and reconnect of mechanical equipment. | |
| 8 Responsibility and/or allowances for liquidated damages. | |
| 9 Locating and/or structural support for new penetrations. | |
| 10 Roof deck cuts, unless specifically included above. | |

QUALIFICATIONS:

- 1 Prices subject to change after 30 days.
- 2 Quotation is based upon working with favorable weather conditions. Our quotation does not allow for snow and/or ice removal, nor does it allow for working within weather temperatures under 35' F
- 3 New York State Law requires that the owner will have the building tested for the presence of asbestos.
- 4 Removal and handling of asbestos containing material will be cause for a cost increase.

We will perform the above outlined work on a contract basis for the total price of:

NINE THOUSAND SIX HUNDRED FIVE (\$9,605.00) DOLLARS excluding sales tax.

Charles Snyder, Counselman TOA

6I

AMENDMENT TO LEASE

AMENDMENT TO LEASE dated this ____ day of _____, 2015, by and between

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

hereinafter referred to as the "Lessor" and

MEDBILL MANAGEMENT, LLC
300 Gleed Avenue
East Aurora, New York 14052

hereinafter referred to as the "Lessee".

WHEREAS, the parties entered into a Lease Agreement dated October 22, 2012 for space at 300 Gleed Avenue; East Aurora, and

WHEREAS, the Lessee has optioned to renew said lease for one (1) additional three (3) year term; and

WHEREAS, the parties now desire to amend the terms of the Lease,

NOW, THEREFORE, the parties agree as follows:

1. PREMISES: The Lessor hereby leases to the Lessee an additional 150 square feet of office space on the second floor for a total of 500 square feet.

2. TERM AND OPTION TO RENEW AND LEASE TERMINATION: The term of the Lease shall be for three (3) years commencing on November 1, 2015 and terminating on October 31, 2018. Provided the Lease is in full force and effect, the Lessee shall have the right and option to renew the Lease, upon the same terms, for one (1) additional three (3) year term. The Lessor shall exercise the option to extend the Lease by giving written notice to the Lessor not later than six

(6) months prior to the termination of the initial term.

3. RENT: During the term of this Lease, the Lessee hereby covenants and agrees to pay the Lessor, as rent for the use and occupancy of the additional 150 square feet of leased premises, the sum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00). Said amount is in addition to the rent for the original 350 square feet of leased premises, the sum of FIVE THOUSAND ONE HUNDRED NINETY FIVE AND 64/1000 DOLLARS (\$5195.64). The Lessee agrees to pay the Town the total sum of SIX THOUSAND SIX HUNDRED NINETY FIVE AND 64/100 (\$6,695.64) to be paid in monthly installments of FIVE HUNDRED SIXTY TWO AND 97/100 DOLLARS. After the twelve (12) month term, the rent will be increased by 2% based upon the amount of rent paid for the prior twelve (12) month term with equal monthly installments. If rent is not paid within ten (10) days after the due date, the Lessee agrees to pay a late charge equal to 5% of the delinquent amount. Payment of such late charge shall not cure any default hereunder.

4. AFFIRMATION: All terms of the present Lease Agreement as of October 22, 2012 shall continue in full force and effect subject only to the amendment set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

TOWN OF AURORA

By _____ James Bach, Supervisor

MEDBILL MANAGEMENT, LLC

By _____ Michael P. Tehan, President

GJ

LEASE AGREEMENT

AGREEMENT made this ____ day of November, 2015, by and between

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

hereinafter referred to as the "Lessor", and

EXPLORE & MORE, A CHILDREN'S MUSEUM
300 Glead Avenue
East Aurora, New York 14052

hereinafter referred to as the "Lessee".

WHEREAS, the Lessee desires to lease 6,247 square feet at 300 Glead Avenue, East Aurora, New York, for museum purposes, and

WHEREAS, the Lessor is willing to lease portions of 300 Glead Avenue subject to the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. PREMISES: The Lessor hereby leases to the Lessee 6,247 square feet of space within the facility known as 300 Glead Avenue. The Lessee shall use and occupy the leased premises for museum purposes.

2. TERM: The term of the lease shall be for three (3) years commencing on November 15, 2015 and terminating on November 14, 2018, 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 of three (3) years. 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. The Lessee may terminate this Lease at any time upon providing written notice to the Lessor not less than three (3) months prior to the desired termination date, which termination shall be without penalty.

3. 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 as a museum, 6,247 square feet at \$5.00 per square feet, or the sum of THIRTY ONE THOUSAND TWO HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$31,235.00) to be paid in equal monthly installments of \$2,602.92. 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. SECURITY SYSTEM: The Lessor may maintain, install and keep in the facility a security system of whatsoever nature as determined by the Lessor. The Lessee shall abide and comply with such security system. Except in the cast of an emergency, Lessor will abide by the security requirements of the Lessee, which may include, but are not limited to, signing in and wearing a visitor badge. The Lessor will provide and program the FOBs necessary for building access through the security system. The fee for new and replacement FOBs, for any reason other than defect of the FOB itself, shall be provided at a fee of \$5 per FOB. A bill to the Lessee will be provided and is to be paid with the rent the following month.

6. CONDITION OF PREMISES: The Lessee agrees to accept the leased premises in such existing condition and state of repair as the same at the time of commencement of this lease. Notwithstanding the foregoing, Lessor warrants that the leased premises will be in a condition suitable for the operation of a commercial business office as of the lease commencement date.

7. MAINTENANCE AND REPAIR: The Lessee acknowledges that the premises are in good and safe condition. The Lessor shall be responsible for all maintenance and repair, including structural repairs; repairs to plumbing, heating, electrical and lighting systems; snow removal; and repairs and maintenance of common areas except where damage is caused by the Lessee, its employees or agents, in which event such damage shall be properly repaired by the Lessee. The Lessee is responsible for daily cleaning of spaces leased.

8. UTILITIES: The Lessor shall provide heating, plumbing, electricity, and water as is routine and customary for the proposed use of premises.

9. INSPECTION: The Lessor shall have the right, but not the obligation, to inspect the premises at any time.

10. INSURANCE: During the term of this lease, the Lessee, at its sole expense and for the mutual benefit of the Lessor and Lessee, shall carry and maintain comprehensive general premises liability insurance and such other or additional insurance as the lessor may reasonably request, all such insurance to be secured and maintained with insurers admitted in the State of New York and otherwise reasonably acceptable to the Lessor. The insurance shall have a limit of not less than \$1,000,000 for any one accident or occurrence, and so-called “umbrella” or “excess” coverage therefor to the limit of not less than \$1,000,000. On the commencement date, the Lessee shall furnish to the Lessor copies or certificates of the policies together with proof of payment of the premium, and shall upon the expiration of the term of any such policy, similarly furnish to the Lessor a copy or certificate of each such renewal policy together with proof of payment of the premium therefor. Such policy shall list the Lessor as an additional insured. The policy and each renewal thereof shall provide that it may not be canceled by the insurer without ten (10) days prior written notice to the Lessor and to the Lessee. During the term of this Lease, the Lessee shall, at its expense, maintain casualty and contents insurance for all contents, equipment, and other personal property of the Lessee located on the leased premises.

11. LESSOR'S REMEDIES: Upon the occurrence of an event of default under this Lease by the Lessee, the Lessor shall be entitled, at the Lessor's option, to undertake the following:

- A. To reenter and take exclusive possession of the premises.
- B. To collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it becomes due.
- C. To continue this Lease in force or to terminate it at any time.
- D. To relet the premises for any period on Lessee's account and at Lessee's expense, including real estate commissions actually paid, and to apply the

proceeds received during the balance of the term to the Lessee's continuing obligations under this Lease.

- E. To take custody of all personal property on the premises and to dispose of the personal property and to apply the proceeds from any sale of that property to the Lessee's obligations under this Lease.
- F. To recover from the Lessee the damages for breach hereof prescribed by law.
- G. To restore the premises to the same condition as received by the Lessee, or to alter the premises to make them suitable for reletting, all at the Lessee's expense.
- H. To enforce by suit or otherwise all obligations of the Lessee under this Lease and to recover from the Lessee all remedies now or later allowed by law.

Any act that the Lessor is entitled to do in the exercise of the Lessor's rights upon an event of default may be done at a time and in a manner deemed reasonable by the Lessor in the Lessor's sole discretion, and the Lessee irrevocably authorizes the Lessor to act in all things done on the Lessee's account.

12. LESSOR'S RIGHT TO PERFORM FOR LESSEE: If the Lessee fails to perform any obligation under this Lease, the Lessor shall be entitled to make reasonable expenditures to cause proper performance on the Lessee's behalf and at the Lessee's expense, and the Lessee promises to reimburse the Lessor for any expenditures within ten (10) days after written notice from the Lessor requesting reimbursement, and failure of the Lessee to make the reimbursement shall be deemed to be a default, the same as a failure to pay an installment of rent when

due. All obligations of the Lessee to pay money are payable without abatement, deduction, or offset of any kind.

13. DEFAULT: Each of the following shall be an event of default under this Lease:
- A. If the Lessee fails to make any payment required by the provisions of this Lease, within five (5) days of when otherwise due.
 - B. If the Lessee fails within thirty (30) days after written notice to correct any breach or default of other covenants, terms, or conditions of this Lease.
 - C. If the Lessee vacates, abandons, or surrenders the premises prior to the end of the term.
 - D. If all or substantially all of Lessee's assets are placed in the hands of a Receiver or Trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if the Lessee makes an assignment for the benefit of creditors or is adjudicated a bankrupt, or if the Lessee institutes any proceedings under any state or federal bankruptcy act by which the Lessee seeks to be adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against the Lessee under any bankruptcy laws, and the Lessee consents or acquiesces by pleading or default.
14. HOLDOVER: This Lease shall terminate without further notice at the expiration of the term. If the Lessee remains in possession of the premises or any part thereof after the expiration of the term hereof without the express written consent of the Lessor, such occupancy shall be a tenancy from month-to-month at a monthly rental equal to one hundred fifty percent (150%) of the monthly rental provided for above, and upon all the terms hereof applicable to a month-to-month tenancy.

15. ENTRY AND ACCESS: The Lessor reserves the right to enter the premises at reasonable times to carry out any building management or business purpose in or about the premises, without any abatement of rent.

16. DESTRUCTION OF PREMISES: If the building or premises are destroyed or partially destroyed by fire or other casualty so as to be rendered unfit for occupancy and not repairable within sixty (60) days from the happening of said injury, then this Agreement shall terminate at the written option of either the Lessee or the Town as of the day of such injury or destruction. The Lessee shall advise the Town as soon as practicable of any such damage.

17. INDEMNIFICATION: The Lessee shall indemnify and hold harmless the Lessor against and from (a) any and all liability, fines, suits, claims, demands, and actions, costs and reasonable expenses of any kind or nature, or by anyone whomsoever, due to or arising out of a default in observing, violation, or nonperforming of any term, covenant or condition of this lease on the part of the Lessee to be observed and performed; (b) any damage to person or property occasioned by the Lessee's use and occupancy of the demised premises or to any use or occupancy which the Lessee may permit or suffer to be made of the leased premises; or (c) any injury to person or persons, including death, resulting at any time thereof, occurring in or about the leased premises. The Lessee's liability under this section shall be reduced by the net proceeds actually collected on any insurance effected by the Lessee on the risks in question for the Lessor's benefit.

18. OWNER OF RECORD: The Lessor represents and warrants that it is the lawful owner of the leased premises, free from all liens and encumbrances, except an agreement with the prior owner in regard to pending litigation. In the event the Lessor sells, assigns or otherwise transfers the premises, Lessor warrants that this Lease, including all duties and obligations of Lessor and the rights and commitments of the Lessee, shall be assigned and transferred in full to such

subsequent owner of the premises.

19. STATUTORY COMPLIANCE: Both parties shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference.

20. COVENANT AGAINST LIENS: If because of any act or omission of the Lessee, a Mechanic's Lien or other lien, charge or order for the payment of money is filed against any of the property, the Lessee, shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after receipt of written notice from the Lessor of their filing. If the Lessee fails to cause the liens to be discharged of record or bonded within the required ninety (90) day period, the Lessor may cause the liens to be discharged. All payments by the Lessor to have the liens discharged shall constitute additional basic rent payable to it by the Lessee.

21. ASSIGNMENT: The Lessee shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its rights, titles, or interest therein, or the power to execute this Agreement, without the prior written consent of the Lessor.

22. NOTICES: All notices given under this Lease shall be given by mailing the notice, postage prepaid, by certified mail, return receipt requested, to the Lessee at the premises or any other address set forth adjacent to the Lessee's signature below and to the Lessor at the address set forth adjacent to the Lessor's signature below, or to any other place designated in writing by the parties.

23. ATTORNEY FEES: In any action or proceeding by either party to enforce this

Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and all other costs incurred.

24. LEGAL EFFECT: All obligations of the Lessee are expressly made conditions of this Lease, any breach of which shall, at the option of the Lessor, terminate this Lease.
25. TITLES: The titles or headings to sections shall have no effect on interpretation of provisions.
26. TIME OF THE ESSENCE: Time is of the essence in the performance of Lessee's obligations under this Lease.
27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York and the venue of any action shall be the Courts of the State of New York.
28. AMENDMENTS: No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.
29. ENTIRE AGREEMENT: This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder, and shall supersede any and all other agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.
30. BINDING AGREEMENT: This Agreement shall be binding upon the parties, their successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and

year first above written.

TOWN OF AURORA

By _____ James Bach, Supervisor

EXPLORE & MORE,
A CHILDREN'S MUSEUM

By _____ Barbara Park Leggett, Director

AMENDMENT TO LEASE

GK

AMENDMENT TO LEASE dated this ____ day of November, 2015, by and between

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

hereinafter referred to as the "Lessor" and

EXPLORE & MORE, A CHILDREN'S MUSEUM
300 Glead Avenue
East Aurora, New York 14052

hereinafter referred to as the "Lessee".

WHEREAS, the parties entered into a Lease Agreement dated October 22, 2012 for space at 300 Glead Avenue, East Aurora, and

WHEREAS, the parties now desire to amend the terms of the Lease,

NOW, THEREFORE, the parties agree as follows:

1. PREMISES: The Lessor hereby leases to the Lessee an additional 150 square feet of office space to the present space of 750 square feet.
2. TERM AND OPTION TO RENEW AND LEASE TERMINATION: The term of the Lease shall be for three (3) years commencing on November 15, 2015 and terminating on November 14, 2018. Provided the Lease is in full force and effect, the Lessee shall have the right and option to renew the Lease, upon the same terms, for one (1) additional three (3) year term. The Lessor shall exercise the option to extend the Lease by giving written notice to the Lessor not later than six (6) months prior to the termination of the initial term. The Lessee may terminate this Lease at any time upon providing written notice to the Lessor not less than three (3) months prior to the desired termination date, which termination shall be

without penalty.

3. RENT: During the term of this Lease, the Lessee hereby covenants and agrees to pay the Lessor, as rent for the use and occupancy of the following premises:
- A. Office space of 750 square feet at \$13.58 per square foot with an annual rental of \$10,185.00 to be paid in equal monthly installments of \$848.75. The rent shall be increased by 2% based upon the amount of rent paid for the prior twelve (12) month term with equal monthly installments.
 - B. New office space of 150 square feet at \$1,500.00 to be paid in equal monthly installments of \$125.00.

If either or both rent is not paid within ten (10) days after the due date, the Lessee agrees to pay a late charge equal to 5% of the delinquent amount. Payment of such late charge shall not cure any default hereunder.

4. AFFIRMATION: All terms of the present Lease Agreement as of October 22, 2012 shall continue in full force and effect subject only to the amendments set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

TOWN OF AURORA

By _____ James Bach, Supervisor

EXPLORE & MORE,
A CHILDREN'S MUSEUM

By _____ Barbara Park Leggett, Director

62

AGREEMENT

This Agreement is made this ____ day of _____, 20____, by and between the **Town of Aurora**, a New York State municipal corporation with offices at 300 Glead Avenue, East Aurora, New York 14052, hereinafter referred to as the "Town", and **Eric W. Nagel and Julie A. Nagel**, owning, residing or doing business at **233 Beech Road - SBL#175.00-2-8.112** in the Town of Aurora, New York, hereinafter referred to as the "Applicant".

WITNESSETH:

WHEREAS, the Applicant hereby represents and warrants to the Town that they are the owners of an improved, or to be improved, property in the Town of Aurora situated at SBL#175.00-2-8.112 Beech Road (the "Premises"), which Premises is described in Exhibit A (copy of deed) annexed hereto; and

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

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

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

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

2. The terms and conditions of this Agreement shall not become effective until: (a) the Town Board by Resolution approves granting permission to the Applicant to apply to the Village of East Aurora for water service; and (b) this Agreement is signed by an authorized representative of the Town and all owners of the Premises, and is recorded in the Erie County Clerk's Office.
3. The terms, conditions and covenants contained herein shall run with the Premises and shall be binding upon subsequent owners of the Premises.
4. To advise any subsequent owners of the Premises of the terms and conditions of this Agreement.
5. Should a mortgagee, who has perfected a lien on the Premises prior to the effective date of this Agreement, commence a foreclosure action which by its terms could terminate this Agreement, either the Town, adjoining municipality or any entity providing water to the Applicant may terminate the terms and conditions of this Agreement and said water service, unless the mortgagee in question subordinates the lien of its mortgage to the terms and conditions of this Agreement.
6. Should the Town, municipality, or entity providing water determine, in its sole discretion, that a suspension or termination of water service is necessary to protect other properties within the Town or adjoining municipality, then the Town, municipality or entity that provides water service to the Premises may terminate or temporarily suspend water service to the Premises without incurring any liability for any damages or losses which may result from such termination or suspension of water service.
7. Unless otherwise specifically agreed in writing, all improvements to be constructed by the Applicant to facilitate the delivery of water service to the Premises will be constructed upon the Premises by Applicant, and will be owned and serviced by the Applicant.
8. This Agreement shall be binding on the heirs, assignees and legal representatives of the Applicant and, as previously indicated shall constitute covenants running with the land which will be binding upon all subsequent owners of the Premises.

9. Applicant shall agree to pay all charges and fees applicable for this water service. This agreement may be terminated by the Town should the Applicant fail to pay any charges or fees attributable to the services described herein in a timely manner, either through or to the Town, an independent water district of the Town, adjoining municipality or other entity providing water.

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

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

TOWN OF AURORA

By: _____
James J. Bach, Supervisor

APPLICANT

By: _____
Eric W. Nagel

By: _____
Julia A. Nagel

STATE OF NEW YORK)
 : SS:
COUNTY OF ERIE)

On the _____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared James J. Bach, Town Supervisor, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

STATE OF NEW YORK)
 : SS:
COUNTY OF ERIE)

On the _____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Eric W. Nagel, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
 : SS:
COUNTY OF ERIE)

On the _____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared Julia A. Nagel, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

W 1 1 3

EXHIBIT "A"

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the 4th day of June, 2014,

BETWEEN

C. Petronio Family, L.P., having an office at 250 State Street,
Brockport, New York 14420
Grantor

ERIC W. NAGEL and JULIE A. NAGEL, husband and wife, residing
at 9 Creekview Drive, West Seneca, New York 14224
Grantees

WITNESSETH, that the Grantor, in consideration of one dollar (\$1.00), and other good and valuable consideration paid by the Grantee, hereby grants and releases unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL THAT TRACT OR PARCEL OF LAND,
Schedule A is attached hereto and made a part here
↳ and B

Property Address: Part of Vacant land on Beech Road, East Aurora, NY
Tax Account Number: Part of 175.00-1-8.1

Subject to all covenants, easements and restrictions of record affecting said premises, if any.

Being and intending to convey a part of the same premises described in the Deed to the Grantor recorded in the Erie County Clerk's Office on May 23, 2008 in Liber 11145 of Deeds, at Page 4116.

TOGETHER with all of the right, title, and interest, if any, of the Grantor in and to any and all strips and gores of land adjacent to or adjoining said premises, and any other land lying in the bed of any street, road, avenue, lot, lane, alley, or right of way, as they now exist or formerly existed, included in, in front of, or abutting the above described premises herein conveyed.

TOGETHER with the appurtenances, hereditaments, and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

This deed is subject to the trust provisions of Section 13 of the Lien Law.

AND the said Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

The words "Grantor" and "Grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor has executed this deed the day and year first above written.

C. Petronio Family, L.P.
By: Carl V. Petronio
Carl V. Petronio, General Partner

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

On the 4th day of June, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl V. Petronio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Elizabeth M. Farrell
Notary Public

Elizabeth M. Farrell
Notary Public in the State of New York
No. 01FA8233182
Qualified in Orleans County
Qualified in Monroe County
Commission Expires December 27, 2014

35584
AUR - 50,000
DVO - 3

Schedule 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. 30, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the north line of Lot 30 (being also the center line of Beech Road), distant 600.00 feet easterly from the center line of Mill Road, said point being the northwest corner of lands deeded to C. Petronio Family LP by deed recorded in the Erie County Clerk's Office in Liber 11145 of Deeds at page 4116; thence southerly along the west line of said lands deeded to C. Petronio Family LP 791.90 feet record, 791.33 feet measured to a point in the north line of lands deeded to Clement by deed recorded in the Erie County Clerk's Office in Liber 1316 of Deeds at page 143, said point being the southwest corner of said lands deeded to C. Petronio Family LP; thence easterly along the north line of said lands deeded to Clement 266.25 feet to the southeast corner of lands deeded to Kathy Burr by deed recorded in the Erie County Clerk's Office in Liber 11259 of Deeds at page 6422, Parcel "A" and the POINT OF BEGINNING; thence continuing easterly along the north line of said lands deeded to Clement 209.00 feet; thence northeasterly at an interior angle of $137^{\circ}21'44''$ and parallel with the southeasterly line of said lands deeded to Burr 522.08 feet to the southwesterly line of Beech Road as conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 10089 of Deeds at page 410 and described in Parcel 2; thence northwesterly along said southwesterly line of Beech Road at an interior angle of $103^{\circ}32'19''$ 145.61 feet to the northeast corner of said lands deeded to Burr; thence southwesterly at an interior angle of $76^{\circ}27'41''$ along the southeasterly line of said lands deeded to Burr 709.92 feet to the point of beginning, containing 2.002 acres of land more or less.

PARTNERSHIP CERTIFICATION AND AUTHORIZATION
for
C. PETRONIO FAMILY, L.P.

The undersigned hereby certifies that, as of the date hereof, he constitutes the only general partner of C. Petronio Family, L.P., a New York limited partnership (the "Partnership"), formed pursuant to a Partnership Agreement entered into on December 23, 2002 (the "Agreement"). The undersigned certifies that the Agreement has not been modified, amended or terminated as of this date.

The undersigned further certifies that, as the only general partner of the Partnership and with full power and authority to do so, he does hereby evidence his written consent to the Partnership entering into a Purchase and Sale Agreement between the Partnership as Seller and Eric W. Nagel and Julie A. Nagel, Purchasers for the sale of premises generally known 2 acres of vacant land on Beech Road, Town of Aurora, County of Erie, New York being part of tax account number of 175.00-2-8.1.

Carl V. Petronio, General Partner, is hereby authorized to execute all documents on behalf of the Partnership, on such terms and conditions as he may deem acceptable, and to do all other things necessary to complete the closing of the transaction herein authorized.

This Certificate is effective as of the 4TH day of June, 2014, and is given with the knowledge that it will be relied upon by the Lender, Alden State Bank, the Purchasers, their attorney and by the Title Insurance Company issuing a policy of title insurance on the mortgage securing the Loan.

C. Petronio Family, L.P.

By: Carl V. Petronio
Carl V. Petronio

FOR COUNTY USE ONLY

C1. SWIS Code

142489

C2. Date Deed Recorded

7/11/14

C3. Book

11266

C4. Page

4240



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

Split 2015 Roll sm #3

PROPERTY INFORMATION

1. Property Location: Beech Road, Aurora, NY 14052

2. Buyer Name: Nagel, Eric W. / Nagel, Julie A.

3. Tax Billing: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply: 4A. Planning Board with Subdivision Authority Exists 4B. Subdivision Approval was Required for Transfer 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size: X FRONT FEET OR 2.00 DEPTH ACRES

6. Seller Name: C. Petronio Family, L.P.

7. Select the description which most accurately describes the use of the property at the time of sale: C. Residential Vacant Land

Check the boxes below as they apply: 8. Ownership Type is Condominium 9. New Construction on a Vacant Land 10A. Property Located within an Agricultural District 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

AURORA ASSESSORS OFFICE JUL 29 2014 RECEIVED

SALE INFORMATION

11. Sale Contract Date: 03/18/2014

12. Date of Sale/Transfer: ~~03/18/2014~~ 6-4-14

13. Full Sale Price: 50,000.00

14. Indicate the value of personal property included in the sale: 0.00

15. Check one or more of these conditions as applicable to transfer: A. Sale Between Relatives or Former Relatives B. Sale between Related Companies or Partners in Business C. One of the Buyers is also a Seller D. Buyer or Seller is Government Agency or Lending Institution E. Deed Type not Warranty or Bargain and Sale (Specify Below) F. Sale of Fractional or Less than Fee Interest (Specify Below) G. Significant Change in Property Between Taxable Status and Sale Dates H. Sale of Business is Included in Sale Price I. Other Unusual Factors Affecting Sale Price (Specify Below) J. None

Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken (YY): 14

17. Total Assessed Value: 17,600

18. Property Class: 320

19. School District Name: East Aurora

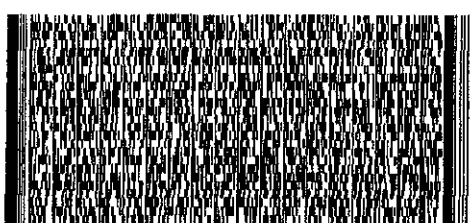
20. Tax Map Identifier(s)/Roll Identifier(s) (if more than four, attach sheet with additional identifier): Part of 175.00-2-8.1

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE: Carl V Petronio DATE: 6-4-14

BUYER SIGNATURE: Julie A Nagel DATE: 7-11-14



BUYER CONTACT

Name: Nagel, Eric

Area Code: 9

Street Number: 9

Street Name: Creekview Drive

City or Town: West Seneca

State: NY

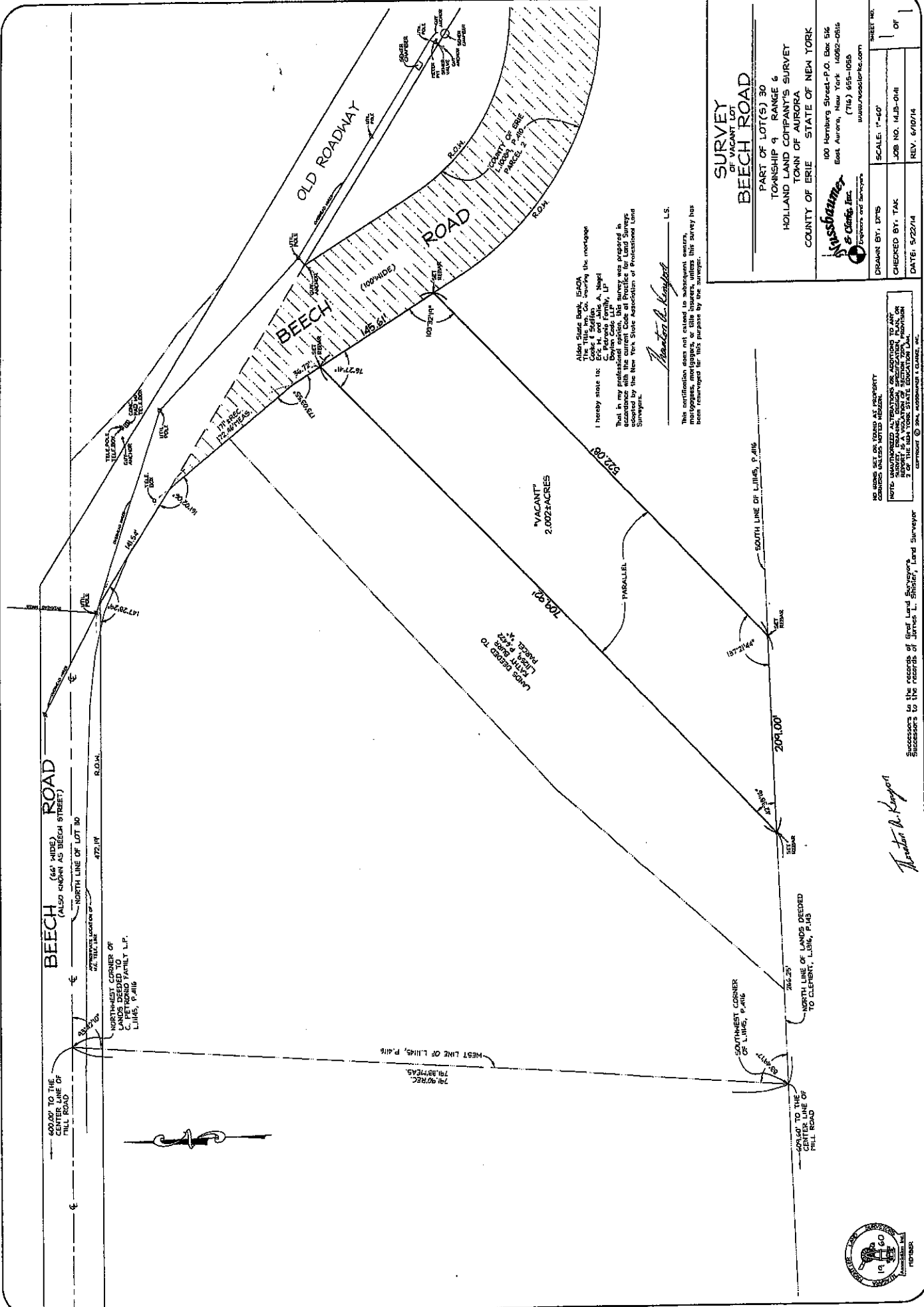
Zip Code: 14424

BUYER'S ATTORNEY

Name: Ricketts, Jay

Area Code: (716)

Telephone Number: 652-0829



Alden State Bank, ISAOA
 The Title Ins. Co. covering the mortgage
 of the above described property
 to the order of
 C. Petronio Family, LP
 I hereby state as:
 That in my professional opinion, this survey was prepared in
 accordance with the current Code of Practice for Land Surveys
 of the New York State Association of Professional Land
 Surveyors.

Therese B. Keegan L.S.

This certification does not extend to subsequent owners,
 mortgages, mortgages, or title insurers, unless this survey has
 been reannexed for this purpose by the surveyor.

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

Stussbaum
 & Clark, Inc.
 Engineers and Surveyors
 100 Hamburg Street-P.O. Box 516
 East Aurora, New York 14052-0516
 (716) 616-1058
 www.stussbaum.com

DRAWN BY: DTY'S
 CHECKED BY: TAK
 DATE: 5/22/14

SCALE: 1"=40'
 JOB NO. 14.B-0141
 REV. 6/10/14

NO WORK SET OR TOWN AT PROPERTY
 CORNERS UNLESS NOTED OTHERWISE.

NOTE: THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE
 CURRENT CODE OF PRACTICE FOR LAND SURVEYS OF THE
 NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND
 SURVEYORS.

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

Therese B. Keegan





GM

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

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: November 5, 2015
Re: Pool Furnace Replacement

Quotes to replace the (original) furnace at Community Pool were received from:

TriR Mechanical Svcs.	80% efficient	\$2567.00
	95% efficient	
Solly Industries, Inc.	80% efficient	\$1778.00
	95% efficient	\$2921.00

Warranty on 80% is 10 years
Warranty on 95% is 20 years



GN

TOWN OF AURORA

Southside Municipal Center

300 Glead Avenue, East Aurora, NY 14052

www.townofaurora.com

To: Aurora Town Board
From: Martha L. Librock, Town Clerk
Date: November 5, 2015
Re: Senior Center HVAC Repair

During scheduled maintenance at the Aurora Senior Center, cracked heat exchangers were found several of the roof top units. Two of the units need immediate attention - one unit is entirely shut down due to the severity of the crack and the other is being operated, but monitored weekly.

Quotes were received from:

TriR Mechanical	\$2083 per unit (\$4166 total)
Solly Industries	\$2778 includes both units



60

TOWN OF AURORA

Southside Municipal Center

300 Glead Avenue, East Aurora, NY 14052

www.townofaurora.com

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: October 30, 2015

Re: Copier Maintenance Agreement

Attached please find the annual maintenance agreement for the Toshiba copiers at the Senior Center and Town Clerk's office and Samsung copiers in the building and recreation departments. I am requesting that the Supervisor be authorized to sign the agreement.



EAGLE SYSTEMS, INC.

2421 Harlem Road • Buffalo, NY 14225
Phone: (716) 893-0506 • Fax: (716) 897-3081
www.eagleny.com

ANNUAL SERVICE & SUPPLY MAINTENANCE AGREEMENT

PLEASE SIGN WHITE COPY AND RETURN TO:

Eagle Systems, Inc.
PO BOX 3302
BUFFALO, NY 14240

Contract No. **6FQ / MFQ**

CUSTOMER No: **EB4656**

CUSTOMER PO No:

Eagle Systems, Inc. agrees to furnish service and install parts for the equipment under this agreement, subject to the conditions herein and on the reverse side hereof.

MODEL	SERIAL NUMBER	ID #		PAGES ALLOWED ANNUALLY		MIN. ANNUAL RATE	
				PRINTS	SCANS		
TOSHIBA ESTUDIO 3540C	CQG113112	E0247	BLACK/WHITE COMBINED	100,000		\$1,180.00	
TOSHIBA ESTUDIO 255	CNB155173	E0248	ALLOWANCE				
B/W BILLED QUARTERLY AT \$295.00 INCLUDES 25,000 COMBINED PAGES							
B/W EXCESS BILLED QUARTERLY AT .0118 PER PAGE							
COLOR PAGES ESTUDIO3540 BILLED QUARTERLY AT .0787 PER PAGE							
SAMSUNG S5935	P3BAIB900314	E0246	BILLED QUARTERLY	AT .0193 PER PAGE			
SAMSUNG S5935	P3BAIB900329	E0245	BILLED QUARTERLY	AT .0193 PER PAGE			
BILLING: <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> QUARTERLY EXCESS BILLED: <input type="checkbox"/> ANNUAL <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> QUARTERLY AT <input type="text"/> PER PRINT PAGE <input type="text"/> PER SCAN							
Comments: TONER YIELD: ESTUDIO 3540C B/W 34.2K PGS, COLOR 26.8K PGS ESTUDIO255 30K PGS: SAMSUNG S5935 10K PGS							
INCLUDES: TRAVEL, LABOR, PARTS, DRUM & TONER						SUB TOTAL	\$1,180.00
EXCLUDES: PAPER & STAPLES						TAX	
TONER YIELD: 1 CARTRIDGE PER *SEE ABOVE* PAGES						TOTAL	\$1,180.00

INITIAL COVERAGE FOR THE ABOVE LISTED EQUIPMENT WILL BEGIN AT 8:00 A.M. ON 12/19/2015 AND END AT 5:00 P.M. ON 12/18/2016. LISTED EQUIPMENT WILL BE MAINTAINED UNDER THE TERMS AND AND END CONDITIONS SPECIFIED ON THE REVERSE SIDE HEREOF. IF THE STATED VOLUME IS EXCEEDED DURING ANY ONE YEAR TERM THAT THIS AGREEMENT IS IN EFFECT, CUSTOMER SHALL BE INVOICED FOR A NEW AGREEMENT AT OUR THEN CURRENT RATES. MILEAGE FOR ZONE DESIGNATION WILL BE MEASURED FROM EAGLE SYSTEMS INC.'S CLOSEST SERVICE CENTER.

ZONE DESIGNATION: ZONE "A" 0-25 MILES ZONE "B" 26-40 MILES ZONE "C" 60+ MILES

Eagle Systems, Inc.
SERVICE DIVISION

BUFFALO EB
BRANCH LOCATION

SERVICE DEPARTMENT DATE

PRICING IN EFFECT UNTIL: 12/19/2015

TOWN OF AURORA
CUSTOMER

300 GLEED AVE
ADDRESS

EAST AURORA NY 14052
CITY STATE ZIP

AUTHORIZED SIGNATURE TITLE

DATE



7A

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

From: Barbara A. Halt, Water Clerk

Monthly Statement – Water Fee Collection

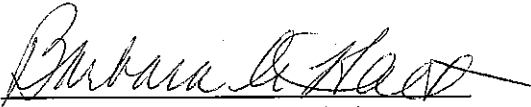
To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of OCTOBER, 2015_ in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

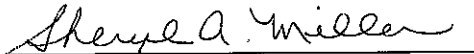
Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$47,893.27
	Total Received	\$47,893.27

State of New York
County of Erie
Town of Aurora

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


Barbara A. Halt, Water Clerk

Subscribed and Sworn to before me
this 2nd day of November, 2015



Notary Public

SHERYLA MILLER
Reg. #01MI6128663
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 13, 2017



7B

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

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

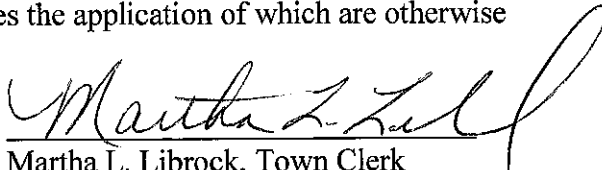
To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of OCTOBER, 2015 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

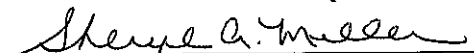
Received From	Type of Receipt	Amount
Taxes	School Taxes	\$15,081,308.38
Taxes	Penalties	6,666.33
Taxes	Interest	0
Taxes	NOW Acct Interest	\$ 116.16
	Total Received	\$15,088,090.87

State of New York
County of Erie
Town of Aurora

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


Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 7th day of November, 2015



Notary Public
SHERYL A. MILLER
Reg. #01MI6128663
Notary Public, State of New York
Qualified In Erie County
Commission Expires June 13, 2017

Month Year Reported: --> October 2015 CLERK'S MONTHLY REPORT
 Town Name: -----> Town of Aurora
 Prepared By: -----> Martha L. Librock
 Date Submitted: -----> Nov, 03 2015

70

TO THE Supervisor:

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

RSC Code	Revenue Description rpt_RT_CM_03_2011	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	17	2,754.00	118.12	2,635.88
200	DOG LICENSE REVENUE	205	2,646.00	2,390.00	256.00
301	MARRIAGE LICENSE	3	120.00	52.50	67.50
303	CERTIFIED MARRIAGE CERTIFICATE	58	80.00	80.00	0.00
601	BIRTH CERTIFICATE	1	10.00	10.00	0.00
602	DEATH CERTIFICATE	30	300.00	300.00	0.00
606	DEATH - GENEALOGY	1	11.00	11.00	0.00
Report Totals:		238	5,921.00	2,961.62	2,959.38

REVENUES TO SUPERVISOR - CLERK FEES	571.62
REVENUES TO SUPERVISOR - DOG FEES	2,390.00
TOTAL TOWN REVENUES TO SUPERVISOR:	2,961.62

Amount paid to NYS DEC REVENUE ACCOUNTING	2,635.88
Amount paid to DEPT. OF AG. AND MARKETS	256.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES	67.50
TOTAL DISBURSED TO OTHER AGENCIES:	2,959.38
TOTAL DISBURSED:	5,921.00

NOVEMBER 4 2015 James J. Bach Supervisor,
 State of New York, County of Erie, Town of Aurora

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

Subscribed and Sworn to before me
 this 4th day of November 2015
Sheryl A. Miller Notary Public

Martha L. Librock
 Town Clerk

SHERYL A. MILLER
 Reg. #01MI6128663
 Notary Public, State of New York
 Qualified in Erie County
 Commission Expires June 13, 2017

70

**TOWN OF AURORA SENIOR CENTER
DIRECTOR'S REPORT
MONTH OF OCTOBER 2015**

The mission of the Town of Aurora Senior Center is to help older adults remain healthy and active through participation in recreational pursuits and to provide leadership and advocacy to ensure the availability of leisure and recreational opportunities for seniors.

ADMINISTRATIVE:

Our VNA sponsored flu clinic was held on October 13th. Over 200 seniors were given the vaccines and hopefully will be healthy this winter. This is our 20th year working with the professional VNA nurses.

The AFP group inspected our sprinkler system and passed with no problems. We are presently working on the furnace issues.

REVENUE & EXPENDITURES: See Supervisor's Report

PROGRAMS:

Title: WORKOUT ROOM
Day & time: M-F 8:00am- 4:00pm
Participants: Approximately 45 per day
Title: LINE DANCING
Day & time: Mondays, 9:00 – 10:00 (beginners) 10:15 – 1:15 (advanced)
Participants: 58 people
Supervisors: Nance Baranowski & Gloria Ludeman
Title: STITCH & BITCH
Day & time: Mondays, 9:00 – 11:30am
Participants: 8 people
Title: SWEDISH WEAVING
Day & time: Mondays, 9:00 – 10:00am
Participants: 6 people
Supervisor: Rita Lefort
Title: SENIOR NOTES
Day & time: Mondays, 12:45 – 2:30pm
Participants: 23 people
Supervisor: Lee Lambert
Title: EUCHRE
Day & time: Mondays, 1:00 – 4:00pm
Participants: 24 people
Title: PINOCHLE
Day & Time: Fridays, 1:00 – 4:00pm
Participants: 20 people
Title: CERAMICS
Day & time: Tuesdays, 10:00am – 4:00pm
Participants: 35 people
Supervisor: Elaine Schiltz
Title: EXERCISE CLASS
Day & time: Tuesdays & Wednesdays 8:30 – 9:30am
Participants: 12 people
Title: TAI CHI
Day & time: Tuesdays & Thursdays 3:00 beginners 3:30veterans
Supervisor: Peter Miller
Participants: 25 people
Title: YOGA
Day & time: Wednesdays, 9:45 – 11:00am
Supervisor: Irene Kulbacki
Participants: 22 people
Title: BOWLING
Day & time: Wednesdays, 1:00pm
Supervisor: Richard Latt
Participants: 48 people
Title: PAINTING
Day & time: Wednesdays, 1:00 – 3:30pm
Supervisor: Ellen Canfield
Participants: 8-10 people
Title: BRIDGE
Day & time: Wednesdays, 9:30am – 2:00pm
Supervisor: Dave Lorcom
Participants: 40 people
Title: Healthy Cooking Class
Day & time: 4th Wednesday of the month
Supervisor: Barb Dadey
Participants: 10-12 per session
Title: SENIOR CLUB
Day & time: Thursdays, 10:00am – 3:00pm
President: Jacqueline Patton
Title: PACE (people with arthritis can exercise)
Day & time: Fridays, 9:00 – 10:00am
Supervisor: Donna Bodekor
Participants: 12 people

Title: QUILTS & MORE
 Day & time: Fridays, 9:30 – 11:30am
 Supervisor: Vi Cornwell
 Participants: 12 people
 Title: WOOD CARVING
 Day & time: Fridays, 1:00 – 4:00pm
 Supervisor: Pat Shaner
 Participants: 23 people
 Title: 55 ALIVE – Defensive driving classes
 Day & time: 1st Monday & Wednesday of the month – Nov 2 & 3, 2015
 Supervisor: AARP trained teachers
 Participants: 34 people max.
 Title: WALK IN THE WOODS or in the Village
 Day & time: Spring 2016
 Supervisor: John Sly
 Participants: 18
 Title: GENEALOGY ON THE WEB
 Day & time: Mondays, 9:00-11:00am
 Supervisor: John Sly
 Participants: 7 people
 Title: SCRABBLE
 Day & time: Wednesdays 9:30-11:00am
 Supervisor: Dianne Bender
 Participants: 8+ people
 Title: FIBER ARTS
 Day & time: Tuesdays 1st & 3rd
 Participants: 12 people
 Title: MAHJONG
 Day & time: Mondays 2:00pm
 Supervisor: Lou Plotkin
 Participants: 12
 Title: MEXICAN DOMINOS
 Day & time: Thursdays 9:30 am
 Supervisor: Laurie Smith
 Participants: 8+
 Title: BOOK CLUB
 Day & time: 2nd Wednesday of the month
 Supervisor: Barb Dadey
 Participants: 8-10

TRIPS

Oct. 3-12 – Italy
 Oct. 29 – Seneca Niagara

FUTURE TRIPS

Nov. 16 & 17 – Syracuse Festival of Lights

EVENTS & OTHER ACTIVITIES

Oct. 29 – Healthy Living Self-Management final class of the 6 week series. – Dietician Niki Kmininski and town resident Donna Learn will instruct another series in February.
 Oct. 13 – Univera Representative
 Oct. 22 – Thursday Club Halloween party
 Oct. 15 – United Health Care Representative and presentation
 Oct. 22 – Fidelis Care Representative
 Oct. 28 – Healthy Cooking Class – Healthy Thanksgiving dishes and recipes shared by class members.
 Oct. 14 – Book Club – The Girl on the Train by Paula Hawkins
 Oct. 8 – Walk around the block with John Sly
 Oct. 21 – Our Healthy Living speaker series is sponsored by Blue Cross & Blue Shield. Dr. Sobhini presented a cooking demo including recipes. Dr. Sobhini is very knowledgeable about organic foods and the impact on our body.
 Oct. 8 – Walk in the Woods led by John Sly. The walk is always interesting. John is very experienced guiding nature groups.

NUTRITIONAL LUNCH PROGRAM

Lunches are offered daily at a donation of \$3.00. Our weekly count for the program averaged 194 lunches per week. Lunch totals for the month of October 2015.

Week of Oct. 5	193	Week of Oct. 12	192
Week of Oct. 19	201	Week of Oct. 26	189

Submitted by: Donna Bodekor

7E

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: OCTOBER 2015

ADMINISTRATIVE:

Reports:

- We had 125 individual program registrations in the month of September
- We generated \$4,123 in September sales
- Credit card purchases totaled 63% (92% on-line, 8% office)
 - 2014 to 2015 comparison:
 - Total sales from 1/1/14 – 10/31/14 \$232,388
 - Total sales from 1/1/15 – 10/31/15 \$216,294

Fall programs are running very well. Our babysitting class and STAR Theater have filled up! The Middle School pool is now open after a lengthy renovation project allowing Dawn Dunkers and our Friday Night Swim activities to start.

Unfortunately, due to unforeseen issues with the renovations of the pool, we had to cancel our fall swim lessons. However, we did get creative and opened up a 3 day swim lesson workshop in December to serve the community's needs for learn to swim program.

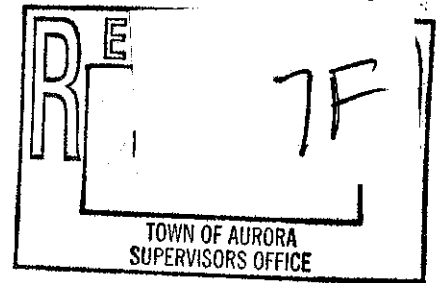
EAST competed in 3 meets in October that were held at ECC and Tonawanda. We have been also gearing up for our annual Kiwanis Meet that we host at the EA High School Pool. We currently have over 400 swimmers signed up for this meet, 87 of which are from EAST!

Submitted by: Chris Musshafen, Director of Recreation and Aquatics



**Agriculture
and Markets**

Division of Animal Industry
10B Airline Drive
Albany, New York 12235



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

October 14, 2015

Dear Sir,

I was privileged to work with Dave Gunner, Dave Thomason, DCO Sheryl Harris and DCO Liz Deveso in planning for the seminar "Animal Control Problem Solving through Education and Professionalism" hosted by the Town of Aurora on April 30 and May 1, 2015. The seminar was attended by 56 officers that represented 44 municipalities and 4 officers that provide county wide animal control. This seminar was previously held annually in Webster, NY and of those who attended this year in East Aurora, 29 had been to at least one of those past seminars. Many attended more than one. For 33 officers, Aurora was the first seminar they ever attended. Officers came from as far away as Orange and Madison Counties! Also attending were animal rescue organizations, Town of Aurora representatives and an Animal Health Inspector from our department. I am confident that the quality of the speakers and your lovely town had much to do with the attendance!

On the first day of the seminar, attendees visited Hawk Creek for a demonstration of reptile handling. A tour of the facility impressed all with the great work they do in educating people on wildlife. A lunch hour at the impressive Knox Mansion followed. The afternoon session and day two of the seminar were held at the Town Hall. The large meeting room provided a pleasant and comfortable atmosphere as well as accommodating the technical needs of the speakers. Delicious snacks, beverages and lunch were served. Speakers included representatives from the Erie County Health Department, SPCA Serving Erie County, Hamburg Police Department, Black Rose Kennels, East Aurora Veterinary Hospital and the NY State Department of Agriculture and Markets.

I would like to commend Aurora DCOs Liz Deveso and Sheryl Harris and Hamburg DCO RJ Stoberl for planning and organizing the event. I met with them numerous times to finalize the itinerary but they secured the venue, contacted speakers, arranged for hotel accommodations and coordinated with the town clerk for registration of the attendees.

They prepared packets of handouts for the attendees as well as displaying information of other topics that attendees would find useful. Liz and Sheryl planned the menu, contacted caterers and shopped for food. They solicited for door prizes. RJ Stoberl arranged for a demonstration by the Hamburg Police canine. Every big and little detail was taken care of by the town, including ease of parking and bus transportation to the offsite venues. Liz and Sheryl also made sure everything ran smoothly each day of the seminar. Their professionalism was evident in all they did!

Attendees were asked to evaluate the seminar on the content of the material offered and the amenities provided. All attendees rated the facility as excellent. Most felt the topics and speakers met their objectives needs. Overall, the seminar exceeded their expectations!

Thank you to the Town of Aurora for sponsoring and hosting this event. Due to the dedication of the staff of the highway department and numerous other town personnel, this seminar provided Animal Control Officers in New York State with one of a kind training!

Sincerely,

A handwritten signature in black ink that reads "Patricia Famiglietti, LVT AHI". The signature is written in a cursive style.

Patricia Famiglietti, LVT
Animal Health Inspector
NYS Department of Agriculture and Markets

Cc: James Gray, DVM, Veterinarian III
David Phillips, LVT, AHI2