

GA

**AGREEMENT
FOR
POLICE SERVICES
2012 to 2017**

THIS AGREEMENT is entered into this 1st day of June, 2012 by and between the **TOWN OF AURORA**, a municipal corporation in the County of Erie and State of New York, with its principal office at 5 South Grove Street, East Aurora, New York, 14052, hereinafter referred to as the "TOWN", and the **VILLAGE OF EAST AURORA**, a municipal corporation in the said Town of Aurora, County of Erie and State of New York, with its principal office at 571 Main Street, East Aurora, New York, hereinafter referred to as the "VILLAGE".

1. LEGAL BASIS

This Agreement is governed by the laws of the State of New York.

2. POLICE SERVICES

The Village shall, during the term of this Agreement, furnish police services to that area of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora and in the following manner:

2.1 The Village will authorize and direct its members of the Police Department to patrol and operate police vehicles of the Village, along and over all of the public streets, highways, roads and thoroughfares of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora under the supervision of the chief or his designee.

2.2 During the term of this Agreement, the Police Department of the Village and its members will be subject to call by residents of the Town residing within the said area for police services and the said Police Department will respond to all such proper calls with reasonable dispatch

and act with diligence to protect persons and/or property from injury and/or death, to preserve the peace, to prevent the commission of crime and to apprehend those who shall have committed crimes or offenses in the said area. Such police services shall be provided by the Village to the Town on a seven (7) day, twenty-four (24) hour basis as determined by the Chief of Police in order to provide comparable police services for both the Town and the Village.

2.3 The Police Department of the Village shall enforce:

- (a) State statutes, and county ordinances and laws in the Town to the same extent as enforced by the Police Department within the Village of East Aurora; and
- (b) Town ordinances and laws in the Town to the same extent as they would be enforced if said ordinances and laws were applicable and consequently enforceable within the Village of East Aurora.

2.4 REPORTING

The Police Department shall provide to the Town a monthly report of activities. This report shall include response times, the number of calls for service, reported crimes, arrests, crimes cleared by arrest and traffic citations.

2.5 AUTHORIZATION

The Town hereby authorizes and empowers all duly authorized members of the Police Department of the Village, during the term of this Agreement, to act and perform the duties as such police officers within the areas of the Town of Aurora which are outside the Village limits of the incorporated Village of East Aurora with the same powers, duties, immunities and privileges as if such officers were acting as such police officers and performing such duties within the Village of East Aurora, New York. Nothing contained in this Agreement shall be construed as in any way

limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such police officers in the area of the Town of Aurora hereinafter in this Agreement described, and such jurisdiction shall extend to all areas of the Town of Aurora both inside and outside the boundaries of the incorporated Village of East Aurora.

2.6 VILLAGE PROTECTION

The police protection to be provided pursuant to this Agreement is to be reasonable in nature. In the event the mobilization of the entire on-duty officers of the East Aurora Police Department is required to provide police protection for an emergency within the Village, it is the responsibility of the Village to immediately contact the Erie County Sheriff's Department or New York State Police to request supplemental and alternative police protection. Acknowledging that General Municipal Law requires the Village to have priority to police protection within the Village, the Village acknowledges its responsibility and liability under this Agreement with urgency to request immediate alternate police services when such services are required within the Town. The determination of the mobilization of the entire on-duty officers of the East Aurora police force will be determined by the Chief of Police, taking into account the nature of the event being addressed.

2.7 UNIFORMS

The Village agrees to cause the uniforms of its police officers and the marked vehicles of its Police Department to be lettered in such a manner as to clearly indicate to the public that the said Police Department and vehicles are part of a Police Department that has jurisdiction both inside the boundaries of the Village of East Aurora and within the Town of Aurora outside the boundaries of the said Village of East Aurora during the period covered by this Agreement.

2.8 DOG CONTROL OFFICER

The police dispatcher will contact the dog control officer of the Town whenever calls are received from the Town and/or Village residents concerning dogs.

3. LIABILITY

3.1 VILLAGE

The Village shall assume liability for, defend against, and indemnify and secure the Town from all losses, expenses, damages, costs and attorney fees in defending or prosecuting any suit, action or other proceedings brought in connection with this Agreement, arising out of the performance of this Agreement. The Village shall cause all insurance policies covering the operations of its Police Department to be endorsed to include the Town as an additional insured on an endorsement basis and otherwise on the same basis as the Village is insured by and under said insurance policies, during the term of this Agreement. The Village shall furnish proof of insurance referred to above.

4. PERSONNEL

4.1 EMPLOYEE STATUS

For purposes of this Agreement only, all persons employed by the Village and providing police services to the Town shall be Village officers or employees and they shall not have any benefit, status, or right of Town employment.

4.2 INDEMNITY

All Village police officers performing services under this Agreement shall be deemed employees of the Village for the purposes of the Workman's Compensation Law and the Town shall not be responsible for the payment of any benefits there under.

5. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal police functions within the scope of this Agreement, every Village officer or employee engaged in providing police services to the Town shall be considered an employee of the Town.

6. FEES

6.1 ANNUAL FEE –

The Town shall pay the Village for services rendered pursuant to this Agreement, 49% of the Village's direct net expenses (gross expenses minus gross revenues) and a 2% indirect administrative fee (2% of net expenses) for police services, with the exception that the maximum reimbursement for personnel compensation and benefits will be based on the position allocations set forth in **Exhibit A – Reimbursement of Compensation and Benefits** or the actual cost, whichever is lower. In addition, it is understood that the compensation and benefits for each position/category listed in **Exhibit A** shall be in accordance with any Collective Bargaining Agreements in effect at that time between the Village of East Aurora and East Aurora Quaker Club Police Benevolent Association and CSEA Local 1000 AFSCME AFL-CIO Local 815 (vehicle mechanic). The Village Board shall determine the compensation and benefits for non-union staff.

Expenses shall include at least the following but not limited to:

Personnel Compensation and Benefits
(e.g., FICA, Workers Comp., Life Ins., Health/Medical Ins.,
Dental/Optical Ins., Disability Ins.) (See Exhibit A)
NYS Retirement
Equipment
Operating Expenses
General Liability and Professional Liability Insurance
Legal Expenses
Debt

Administration Fee of 2% of net police service cost

Revenues shall include at least the following but not limited to:

Police Fees
Stop DWI Fees
Dare Donation
K-9 Donation
SRO from EA School
Insurance Recovery
Worker's Compensation & Disability Reimbursement
BUNY & Step Grants
Grants (as applicable)

Central Police Dispatch Cost shall consist of 49% of allocated cost as per the Joint Service Agreement, dated March 3, 1977, (currently 60% of net central dispatch cost) or as amended.

Amount to be calculated annually based on the actual expense and revenues for the Village's prior fiscal year June 1, through May 31, of each year.

6.2 PAYMENT OF FEE

The Village shall provide the yearly payment figure to the Town on or before August 31st for payment in the next succeeding calendar year.

The Town shall pay the Village no later January 31 of each year in accordance with **Exhibit B - Payment Schedule**.

The parties to this Agreement acknowledge that the figures given to the Town by the Village may not include certain cost figures in the Village's Police operation, such as retroactive benefits received under Collective Bargaining Agreements, contributions to retirement systems, and similar items, because they were not available to the Village by August 31 of a particular year in question. The parties agree that every year during the term of this Agreement and after the expiration of this Agreement, the Village will submit to the Town such lag and/or retroactive costs that were not included in the prior year's (s') costs and shall thereafter invoice the Town for the same, and the Town will pay the same to the Village within

sixty (60) days after receipt of such invoice from the Village. In the event of non-payment within sixty (60) days, the interest provisions of Section 6.3 shall apply.

6.3 INTEREST

The Town of Aurora further agrees to pay to the Village of East Aurora interest on the sums due as calculated above on a per diem basis from May 31 of the previous calendar year to the day of payment in the event payments are not made by January 31 of any given year. The rate of interest to be paid by the Town of Aurora shall be the thirty-day certificate of deposit rate in effect at Manufacturer and Traders Trust Company (M & T Bank) on May 31 of the previous calendar year.

7. TERM

This Agreement shall be effective as of the 1st day of June 2012 and shall terminate on the 31st day of May 2017. In the event the Village decides not to renew the Agreement, they shall provide written notice to the Town by August 1, 2016. In the event the Town decides not to renew the Agreement, they shall provide written notice to the Village by December 31, 2016. This Agreement shall automatically renew for a one-year period (June 1, 2017 through May 31, 2018) in the absence of any such written notice by the Town and the Village.

Both parties agree that the Town's payment for the Village's fiscal year 2011-12, shall be at 49% and will be in accordance with all of the provisions contained in **Sections 6 - Fees**.

8. DISPUTES

Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto,

and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

9. AUTHORITY FOR EXECUTION OF THE AGREEMENT

“The Mayor has executed this Agreement pursuant to Resolution adopted by the Board of Trustees of the Village of East Aurora at a meeting thereof held on the April 16th, 2012. The Supervisor of the Town has executed this Agreement pursuant to Resolution adopted by the Town Board of the Town of Aurora at a meeting thereof held on the April 23th, 2012.

10. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto.

To the Village of East Aurora: 571 Main Street, East Aurora, NY 14052

To the Town of Aurora: 5 South Grove Street, East Aurora, NY 14052

11. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement, or constitute a cause or excuse for a repetition or such or any other breach unless the waiver shall include the same.

12. MODIFICATION

This agreement consists of the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first above written.

Seal

VILLAGE OF EAST AURORA

BY 

Allan A. Kasprzak, Mayor

Seal

TOWN OF AURORA

BY _____

Jolene M. Jeffe, Supervisor

EXHIBIT A
REIMBURSEMENT FOR
COMPENSATION AND BENEFITS

<u>Positions</u>	<u>Number of Positions</u>
Chief of Police	1
Police Lieutenants	4
Detectives/Patrol Officers	10
School Resource Officer (Part-Time to be reimbursed by EA School District)	1
Administrative Assistant (Part-Time, 1040hrs)	1
Vehicle Mechanic (Part-Time, 469hrs)	1

The above list of positions and number of positions is for reimbursement purposes only.

Compensation Categories

1. Compensation to include: Base Salary, Academic Pay, Holiday Pay, Special Stipends (Range Training Officer and K-9 Officer), Shift Differential Pay, Shift Command Pay, Vacation Turn-In Pay, and Field Training Officer Pay.
2. Longevity
3. Deferred Compensation
4. Uniform Allowance
5. Overtime

EXHIBIT B

PAYMENT SCHEDULED

The following payment schedule is in accordance with Section 6.2 of the agreement.

<u>Village's Fiscal Year</u>	<u>Town Payment due by</u>
2011-12 (see note)	January 31, 2013
2012-13	January 31, 2014
2013-14	January 31, 2015
2014-15	January 31, 2016
2015-16	January 31, 2017
2016-17	January 31, 2018

Note: Payment for the Village's fiscal year 2011-12, is not a part of the 5-year term of this agreement but is included for clarification purposes.



AURORA ARSENAL SOCCER CLUB, INC.
P.O. Box 132, East Aurora, NY 14052



Affiliated with Buffalo & W.N.Y. Junior Soccer League – Youth Division of United States Soccer Federation

March 26, 2012

Aurora Town Board
5 South Grove Street
East Aurora, New York 14052

Re: Aurora Arsenal Soccer Club, Inc. – Application for Concessions

Dear Aurora Town Board:

Aurora Arsenal Soccer Club, Inc. ("Arsenal") hereby applies for approval of two concession stands at Knox State Park. It is anticipated that concessions will be sold for 2012 only on Saturdays during the season. Concessions will be sold at the two sheds for which we were granted approval at this evening's Town Board Meeting.

The concessions sold and prices shall be as follows:

Coffee:	\$1.50
Bottled Water:	\$1.50
Doughnuts / Baked Goods:	\$1.00
Sports Drinks / Juice:	\$2.00

The coffee shall be supplied in containers, a description of which is annexed hereto. All concessions will be bought at local stores, meaning there will be no food preparation. I verified with the Erie County Department of Health that no permit will be needed. No electricity or other utilities are needed. Cold drinks will be in coolers filled with ice purchased at a local store. Per New York State requirement, all containers, etc. sold will be biodegradable or recyclable and no Styrofoam will be utilized. We will have garbage cans and recycling bins, which will be emptied at the end of each day of concession sales and said garbage cans and bins will be stored in the sheds during times when concessions are not sold.

All profits will be provided to the Town of Aurora to be utilized for maintenance of the fields. We proposed to issue a check to the Town of Aurora at the end of the season with a statement of amount of money made and after receipted deductions for the food and drinks, the balance to be remitted to the Town of Aurora via check. If you would like a different arrangement for payment, please advise.

Sincerely,

AURORA ARSENAL SOCCER CLUB, INC.

Peter J. Sorgi, Vice President

Enc.

cc: David A. Szuba, P.E., New York State Office of Parks, Recreation and Historic Preservation

4/19/2012

7B

From the Office of
Jolene M. Jeffe, Aurora Town Supervisor

April 19, 2012

To: Town Board
From: Jolene Jeffe
Re: Grant Computer Purchases - revised

As you recall, in 2008, the Town received \$15,000 in 'grant' money from Senator Volker to be used for computer upgrades and 2 laptops. After much legwork, we were able to re-open that grant and have until June 30th, to spend the money. Below is an outline of how I would like to use it.

- Laptop for use in Glead Auditorium (presentations) and Supervisor
Laptop for use by Building Department and others as needed

2 @ \$889.00 (see attached quote)

- Upgrade all existing Town computers to Microsoft Office 2010 (Professional or Home and Business version as appropriate)

Professional 4 @ \$370.49 = \$1481.96
Home & Business 24 @ \$271.44 = \$6514.56

- Install on 9 new computer purchases

Professional 2 @ \$310.76 = \$621.52
Home & Business 7 @ \$177.55 = \$1242.85

Labor: \$900 for installation

Subtotal: \$12,538.89

We have requested a change in the budget for the grant to include the purchase of a few more computers and for the Highway Software below.

Purchase of Williamson Law Book Highway Software Program (see Dave Gunner)

\$3135.00 + \$545/year support

DELL**QUOTATION****QUOTE #: 617982106****Customer #: 103276133****Contract #: 83AEA****Customer Agreement #: PC Agg Buy-PT65340****Quote Date: 4/10/12****Date: 4/10/12 8:03:33 AM****Customer Name: TOWN OF AURORA**

TOTAL QUOTE AMOUNT:	\$889.00		
Product Subtotal:	\$889.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$889.00	GROUP TOTAL: \$889.00
Base Unit:	Dell Latitude E6420 (225-0367)		
Processor:	Intel Core i5-2430M, 2.40GHz, 3MB Cache, Dell Latitude E6X20 (317-8638)		
Memory:	4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS, Dell Latitude (317-6239)		
Keyboard:	Internal English Keyboard, Dell Latitude E (331-1200)		
Keyboard:	Tech Setup Guide, English, Dell Latitude E6X20 (331-1207)		
Keyboard:	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
Video Card:	nVidia NVS 4200M 512MB DDR3 Discrete Graphics, Dell Latitude E6420 (320-1906)		
Hard Drive:	320GB Hard Drive, 7200RPM, Dell Latitude E (342-2380)		
Hard Drive Controller:	NO Internal Fingerprint Reader and NO contactless smartcard reader, Dell Latitude E6420 (331-1230)		
Floppy Disk Drive:	14.0in HD(1366x768) Anti-Glare LED-backlit, Dell Latitude E6420 (320-1903)		
Operating System:	Genuine Windows 7 Professional, 64-bit, with Media, Latitude, English (421-8068)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Modem:	No Modem, Dell Latitude E (331-1221)		
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Dell Latitude E (318-0330)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Bezel, Dell Latitude E63X0/E64X0/E65X0/ATG (318-0466)		
Sound Card:	No Camera, with single digital microphone, Dell Latitude E6420/ATG (318-0441)		
Processor Cable:	Intel WiFi Link 6205 (802.11a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3961)		
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)		
Bundled Software:	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)		
Feature	6-Cell (60WH) Primary Lithium Ion Battery for Latitude (312-1151)		
Feature	Dell Professional 14in Business Case for your Dell Notebook (318-1408)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 4 Year Extended (926-7784)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (939-2490)		
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (934-7708)		
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (929-0957)		
Installation:	Standard On-Site Installation Declined (900-9987)		

4/13/2012

7c

From the Office of
Jolene M. Jeffe, Aurora Town Supervisor

April 12, 2012

To: Town Board
From: Jolene Jeffe
Re: Computer Purchases for 2012

Our computer consultant Nick, helped me get the best pricing for new computer purchases. Unlike the past few years, this year the lowest price was from the Dell Government contract list.

As you know, for the past few years, we have been working to upgrade our computers to be able to get on a 5-year replacement plan. This year, I would like to purchase 9 computers since the price is so competitive. Attached is the quote and specs from the Dell Government contract.

We discussed the timing of the purchase in case it made sense to wait until we moved into Gleed. Nick suggested that it would be easier to install them here and then just move them when we move rather than try to install 9 new computers all at once then.

The total price will be \$7,119.00.

They will be for the offices as indicated in a separate spreadsheet.

DELL**QUOTATION****QUOTE #: 617981823****Customer #: 103276133****Contract #: 83AEA****Customer Agreement #: PC Agg Buy-PT65340****Quote Date: 4/10/12****Date: 4/10/12 8:03:31 AM****Customer Name: TOWN OF AURORA**

TOTAL QUOTE AMOUNT:	\$7,119.00		
Product Subtotal:	\$7,119.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 9	SYSTEM PRICE: \$791.00	GROUP TOTAL: \$7,119.00
Base Unit:	OptiPlex 990 Desktop EPA (225-0436)		
Processor:	Core i5-2400, 3.1GHz, 6M, VT-x, 95W, Optiplex 990 (317-6592)		
Memory:	8GB,Non-ECC,1333MHz DDR3,2x4GB,Dell OptiPlex 990 (317-6782)		
Keyboard:	Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex (331-2024)		
Monitor:	Dell Professional P1911,Widescreen,19in Viewable Image Size,VGA/ DVI,OptiPlex,Precision and Latitude (320-2261)		
Video Card:	512MB AMD RADEON HD 6350 Graphics Dual DVI, LP,OptiPlex (320-1875)		
Hard Drive:	250GB SATA 6.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex (342-2453)		
Operating System:	Windows 7 Professional,Media, 64-bit, Optiplex, English (421-5608)		
Operating System:	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)		
Operating System:	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)		
Mouse:	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)		
TBU:	Intel vPro Technology Enabled, Dell OptiPlex 990 (331-1134)		
CD-ROM or DVD-ROM Drive:	16X DVD+/-RW SATA,Data Only,Dell OptiPlex Desktop or Minitower,Black (318-0546)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-5095)		
Sound Card:	Heat Sink, Performance, Dell OptiPlex 990 Desktop (331-1151)		
Speakers:	Internal Speaker, OPTiplex (318-0319)		
Cable:	OptiPlex 990 Desktop Up to 90 Percent Efficient Power Supply (342-2464)		
Cable:	Dell Data Protection Access,OptiPlex (421-5078)		
Cable:	Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)		
Cable:	Regulatory label, Mexico, for OptiPlex 990 Desktop (331-2482)		
Documentation Diskette:	Documentation,English and French,Dell OptiPlex (331-2030)		
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
Bundled Software:	No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)		
Controller Option:	No RAID, Dell OptiPlex (341-8036)		
Factory installed Software:	Energy Star 5.0 Category D (less than 234kWh TEC), EPEAT Gold, Dell ESMART Settings, OptiPlex 990 (331-1130)		
Feature	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 990 Vista (331-1571)		
Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 4 Year Extended (927-0214)		

Service:	Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (951-4670)
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-2098)
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (929-6267)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	Chassis Intrusion Switch,Dell OptiPlex Ultra Small Form Factor and Desktop (317-2828)
Misc:	Tech Sheet, Eng,Dell OptiPlex 990,Factory Install (331-1933)
Misc:	Shipping Material for System,Desktop,Dell OptiPlex 990 (331-1269)
Misc:	Core i5 vPro Sticker (331-1564)

COMMENTS

POET #P517818027

SALES REP:	Ryan Hubbard FAX 512.283.1590	PHONE:	512.725.0419
Email Address:	ryan_hubbard@dell.com	Phone Ext:	

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/gto (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

TOWN OF AURORA								
Computer inventory								
As of 04/13/12								
DEPART	EMPLOYEE	COMPUTER Model number	Service Tag	Date Manufactured	Microsoft Office Upgrade	2012		
Town Clerk	Window (Vicky)	Dell Optiplex 760	4YLLZK1	10/1/2009	Home and Business			
	Counter	HP VLT20	NYS		Home and Business			
	Counter	Dell Optiplex 170L	GVRJ981	8/25/2005	Home and Business	REPLACE		
Supervisor	Martha	Dell Optiplex 320	JHLT1F1	4/8/2010	Home and Business			
	Jolene	Dell Optiplex 760	5LL8BM1	4/8/2010	Professional			
	Nicole	Dell Optiplex 760	9YLLZK1	10/1/2009	Professional			
	Kathleen	Dell Optiplex 760	CYLLZK1	10/1/2009	Professional			
Tax Office	Sheryl	Network svc TDN-MD4252	F60LG61	1/4/2006	?	REPLACE		
	Counter #1	Network svc TDN-MD4252	J9BYWB1	10/3/2006	Home and Business			
	Counter #2	Network Svc			Home and Business			
Building Dept	Barb	Dell Optiplex 320	4NL9SC1	4/9/2007	Home and Business			
	Pat	Dell Optiplex 320	BG1DSC1	4/9/2007	Home and Business			
	Bill	Dell Optiplex 320	GG1DSC1	4/8/2007	Home and Business	REPLACE		
	Wendy	Dell Optiplex 760	HKL8BM1	4/8/2010	Home and Business			
Assessor	Thelma	Dell Optiplex 210L	2BBYWB1	10/3/2006	Home and Business			
	Roger	Dell Optiplex 170L	4WRJ981	8/25/2005	Home and Business	REPLACE		
	Joannie	network svc 23037			Home and Business	REPLACE		
	Jamie	Dell Optiplex 780	51565P1	11/15/2010	Home and Business			
Server	Main Server	Dell Power Edge T310			Professional			
DCO	Sheryl Harris	Network svc 21146			Home and Business	REPLACE		
Historian	Rob	Dell Optiplex 170L	HPV2D91	2/3/2006	Home and Business			
	Counter	Dell Optiplex 170L	HSMJ981	8/25/2005	Professional	REPLACE		
	Elaine	Dell Optiplex 780	61565P1	11/15/2010	Home and Business			
	Patty	Dell Optiplex 170L	6WRJ981	8/25/2005	Home and Business			
	Peggy	Dell Optiplex 320	JG1DSC1	4/8/2007	Professional	REPLACE		
Senior Center	Donna	Dell Optiplex 760			Home and Business			
	Reception	Dell Optiplex 760			Home and Business			
	Lab #1	Dell Optiplex 760			Home and Business			
	Lab #2	Dell Optiplex 760			Home and Business			
	Lab #3	Dell Optiplex 760			Home and Business			
	Lab #4	Dell Optiplex 760			Home and Business			
	Lab #5	Dell Optiplex 760			Home and Business			

	Lab #6	Dell Optiplex 760			Home and Business	
Highway	Liz	Network Svc. Dell Duocore			Home and Business	
	Jim	Netwk Svc Pentium 4			Home and Business	
	David Gunner	Laptop			Home and Business	
	David Drosdendahl	Netwk Svc Pentium 4			? - Is it needed	REPLACE
Courts	Claire	Dell Optiplex 320	US Court System		None	
	Maggie	Dell Optiplex GX280	US Court System		None	
	Server	Dell Power Edge 840	US Court System		None	
	Laptop	Dell PP18L	US Court System		None	

7D

TOWN OF AURORA

5 SOUTH GROVE STREET, EAST AURORA, NY 14052

BUILDING DEPARTMENT
(716) 652-7591

MEMO

TO: AURORA TOWN BOARD
FROM: Pat Blizniak - Building Dept
DATE: March 30, 2012
SUBJECT: Zoning application/permit

I would like to submit this for review to allow the Building Dept to use this permit for building placement (accessory building) on working farms eg. Barn, shed. Currently, NYS code allows an exception for farms relieving them of an obligation to obtain a permit for accessory building/structure that are farm related.

APPROVE AS TO FORM ONLY:

BUILDING DEPARTMENT
Town of Aurora/Village of East Aurora
5 South Grove Street, East Aurora, NY
Phone (716) 652-7591
Fax (716) 652-3507

Permit # _____

ZBA: (\$75) Y or N

Date _____	Agricultural status verification PERIOD _____ TO _____
Permit Fee \$ 20.00	

APPLICATION FOR AGRICULTURE
ZONING VERIFICATION PERMIT

Location _____ SBL# _____

Property Owner Name _____

1. Give a brief description of request/intention for Zoning permit: _____

2. Existing use and occupancy Agricultural Non Agricultural
3. Zone or use district in which premises are situated _____
4. Size of completed buildingft wide ft long ft high Stories Total sq ft.....
5. Estimated Cost (determined by Building Department) * _____
6. Front Yard setback _____ in compliance not in compliance
7. Rear Yard setback _____ in compliance not in compliance
8. Side Yard(s) setback _____ in compliance not in compliance
9. Will electrical work be inspected and a Certificate of Approval obtained? Yes ___ No ___

.....Signature of Code Enforcement Officer/Building Inspector
<i>Receipt is hereby acknowledged of the sum of \$20.00, Equal to the permit fee established by the Town Board of the Town of Aurora NY</i>
..... Town Clerk/ Deputy Clerk

PLEASE READ BEFORE SIGNING APPLICATION

- A) **This application must be completely filled in and submitted** to the Building Department.
- B) Survey showing location of lot and of buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application. Indicate distance to nearest building on adjoining lot.
- C) The work covered by this application may not be commenced before the issuance of Zoning Permit.
- D) Upon approval of this application, the Building Department will issue a Zoning Permit to the applicant. Such permit shall be kept on the premises available for inspection throughout the progress of the work.

APPLICATION IS HEREBY MADE to the Code Enforcement Officer for the issuance of a Zoning Permit pursuant to the NEW YORK UNIFORM FIRE PREVENTION AND BUILDING CODE for the construction of buildings, additions and alterations, as herein described. The applicant agrees to comply with all applicable codes, laws, and regulations. The undersigned hereby certifies that all of the information contained in this application is correct and true.

Name of owner (Please Print) _____
Address _____ Telephone _____

SIGNATURE OF OWNER

DATE

IF OWNER OF PROPERTY IS A CORPORATION, FILL IN LOWER SECTION

STATE OF NEW YORK

COUNTY OF ERIE

ss:

_____ being duly sworn deposes and says that he is the applicant (Name of individual signing application)

Above named. He is the _____ of said owner or owners, and _____ (corporate officers, etc.)

and is duly authorized to perform or have performed the said work and to make and file this application: that all statements contained in this application are true to the best of his knowledge and belief, and that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith.

_____ (Signature of Applicant)

Sworn to before me this _____ day of _____ 20____

_____ (Signature of Notary) Notary Seal



7E

5 South Grove Street, East Aurora, NY 14052
www.townofaurora.com

Quotes to replace the concrete stairs at the Sneakers entrance at 300 Gleed were received from:

	<u>Base</u>	<u>Alternate A</u>	<u>Total</u>
Timothy Roll, Inc. Genesee Road, Arcade, NY	\$4820	\$700	\$5520
Charles D. Snyder, Inc. Snyder Road, East Aurora, NY	\$4200	\$700	\$4900
Bernard Hoffman Masonry Michigan Road, Arcade, NY	\$3500	\$700	\$4200

Base: remove existing stairs, pour new pad and stairs, replace handrail

Alternate "A": install panic hardware on required egress door; install temporary stairs and handrail.

Town of Aurora
 List of Donations for Baseball Diamond Project
 For 4/23/12 Town Board Meeting

DONOR	STREET ADDRESS	CITY/TOWN	STATE	ZIP	Donated Amount	Date Received	Check #	Cash	Comments
Michael S. McCormick DMD LLC	33 Center Street	East Aurora	NY	14052	\$100.00	4/3/2012		2349	general
EA American Legion Post 362	PO Box 122	East Aurora	NY	14052	\$200.00	4/5/2012		1418	general
Jeff & Margaret Potter	772 Warren Drive	East Aurora	NY	14052	\$100.00	4/9/2012		2159	general
Francis & Kelly Izydorczak	793 Warren Drive	East Aurora	NY	14052	\$500.00	4/12/2012		2837	bench
Todd & Lauri Moffet	1273 Sweet Road	East Aurora	NY	14052	\$100.00	4/13/2012		1523	general
Thomas J Ricci	1010 Porterville Road	East Aurora	NY	14052	\$100.00	4/13/2012		1523	general
David & Patricia Monroe	341 Cook Rd	East Aurora	NY	14052	\$100.00	4/13/2012		3870	general
Jeffery & Mia Markello	232 Glenridge Rd	East Aurora	NY	14052	\$50.00	4/17/2012		3177	general

Total \$1,250.00

Please note these monies are designated restrictly to be used for the Baseball Diamond Project.
 Monies will be placed in a special TA acct# 1000.0112 and expended for costs incurred during construction of the new diamonds.
 This special account will be closed upon completion of the prject and any unspent monies will be returned to the donors respectively.

7F



TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

5 South Grove Street
East Aurora, New York 14052
Office (716) 652-8866
Fax (716) 652-5646

79

To: Town Board
From: Peggy Cooke, Director of Parks and Recreation
Date: 4/17/12
Re: 2012 Rate Chart

Attached please find a recommended pay rate schedule for 2012 seasonal and part time employees. The schedule is used to place employees on the pay chart according to their position and experience.

If you have questions that need clarification prior to the meeting, please call or email me at peggy@townofaurora.com.

2012 PAY RATES

As of 05/01/2012

Seasonal Employees

NYS Minimum Wage \$7.25 per hour

	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>	<u>Yr4</u>	<u>Yr5</u>	<u>Yr6</u>
Recreation Attendants, Sports, Program Assistants - Junior (HS)	7.25	7.30	7.35	7.40	7.45	7.50
- Senior (other)	7.35	7.40	7.45	7.50	7.55	7.60
STAR / Theater / Best of Broadway / Irish Dance	7.35	7.40	7.45	7.50	7.55	7.60
Lifeguards / Day Camp (HS age), Tennis (HS age)	7.35	7.40	7.45	7.50	7.55	7.60
Lifeguards / Water Safety Instructors	7.60	7.65	7.70	7.75	7.80	7.85
Day Camp Counselors (college age) / Excl. Little (college age) /STAR(college age) EAST coaches (college age) Track (college age) / Tennis Coach (college age)	7.70	7.80	7.90	8.00	8.10	8.20
Head Lifeguards / Adult Supervisors	8.70	8.80	8.90	9.00	9.10	9.20
Tennis Head Coach / Men's Basketball Theater / Irish Dance						
Swim Lesson Coordinator/Co-Director Community Pool	9.75	9.85	9.95	10.05	10.15	10.25
Day Camp Program Coordinator	9.00	9.10	9.20	9.30	9.40	9.50
Director Community Pool	12.25					
EAST Directors	12.50					
EAST Head Coaches	10.50					
Exclusively Little Teacher	10.00					
Day Camp Medical Director	15.00					
Art / Nature Program Director	12.25					



TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

5 South Grove Street
East Aurora, New York 14052
Office (716) 652-8866
Fax (716) 652-5646

7H

To: Town Board
From: Peggy Cooke, Director of Parks and Recreation
Date: 4/18/12
Re: Summer Staff

Approval is requested to hire the attached seasonal and part time employees for the pool and playground programs as per the 2012 budget.

2012 PERSONNEL RECOMMENDATIONS – POOL/EAST

Community Pool

Breanna Busch	899 Mill Rd, EA	Swim Lesson Coordinator and Daytime Head Guard 6 th yr guard, 1 st yr Coordinator	1 st yr	\$9.75	
Taylor Hogenkamp*	303 S. Grove St, EA	Lifeguard/coach.	6 th yr	\$7.80	\$7.85/\$8.70
Leah Leuthauser*	84 Brooklea Dr, EA	Lifeguard/WSI	6 th yr	\$7.80	\$7.85/\$8.70
Dan Coulter*	100 Kirkwood Dr, EA	Lifeguard	6 th yr	\$7.55	\$7.85/\$8.70
Lyle O'Brien	505 Girard Ave, EA	Lifeguard	6 th yr	\$7.55	\$7.60
Meg DeMario*	6846 Olean Rd, S.Wales	Lifeguard/WSI	5 th yr	\$7.75	\$7.85/\$8.70
Brad Whitney	1518 Hubbard Rd, EA	Lifeguard	5 th yr	\$7.75	\$7.80
Molly Mariea	1563 Underhill Rd, EA	Lifeguard/WSI	4th yr	\$7.70	\$7.75
Nicholas Puntillo	116 Glenridge Rd, EA	Lifeguard	4th yr	\$7.70	\$7.75
Erin O'Connell	1909 Reading Rd, WF	Lifeguard/WSI	3rd yr	\$7.65	\$7.70
Gwen Cedfeldt	814 Luther Rd, EA	Lifeguard/WSI	3rd yr	\$7.65	\$7.70
Isobel Johnston	905 Davis Rd., EA	Lifeguard/WSI	3rd yr	\$7.65	\$7.70
Jessica Vaccare	12 Victoria Hts., EA	Lifeguard/WSI	3rd yr	\$7.65	\$7.70
Allyssa McLaughlin	45 Park Lane, EA	Lifeguard/WSI	3rd yr	\$7.65	\$7.70
Sam Zagrobelny	230 N. Willow	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
Paige Anderson	20 Center Ridge Rd	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
Peige Malys	15 Victoria Heights	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
Holly Jackson	1662 Reading Rd, WF	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
Cameron Campbell	1266 Sweet Rd.	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
Grace DeSantis	157 Gypsy Lane	Lifeguard/WSI	2nd yr	\$7.60	\$7.65
William Cody Link	522 Center St.	Lifeguard	2nd yr	\$7.35	\$7.40
Margaret Zagrobelny	230 North Willow, EA	Lifeguard/WSI	1 st yr	\$7.60	
Jonathan Ketcham	6 Morningside Ct., EA	Lifeguard/WSI	1 st yr	\$7.60	
Madelyn Atendido	537 Fillmore Ave, EA	Lifeguard/WSI	1 st yr	\$7.60	
Kristen Danzer	275 Greenwood Ct.	Lifeguard/WSI	1 st yr	\$7.60	
Ben Alessi	508 Girard Ave.	Lifeguard/WSI	1 st yr	\$7.60	
Carl Davidson	140 Geneva Rd	Lifeguard	1 st yr	\$7.35	

Those with an asterisk* will be paid head guard rate when acting as head guard, regular rate when guarding

Applied, but not recommended:

Karin Sundquist	279 Oakwood Ave.	Lifeguard/WSI	1st yr		
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Middle School Friday Night Swim / Aquacise instructor

Barb Lamond	513.5 Ridge Rd.	Swim Lesson Coord.	8 th yr	\$10.35	\$10.40
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EAST – Head Coaches

Anna Davidson	140 Geneva St., EA	Lifeguard/coach	8 th yr	\$12.25	\$12.50
Paula Zagrobelny	230 N. Willow, EA	Lifeguard/coach	5 th yr	\$12.25	\$12.50
Tess Felton	65 Buffalo Rd, EA	Lifeguard/coach	4 th yr	\$10.25	\$10.50

Notes:

- WSI - Water Safety Instructor (American Red Cross Certified swim teacher) a certification beyond lifeguard
- Meg DeMario is a non-resident hired when we needed more water safety instructors
- Breanna Busch's rate is based on six years of experience, but first year as the Swim Lesson Coordinator and Daytime Head Guard.

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

2012 PERSONNEL RECOMMENDATIONS - DAYCAMP/SPORTS/SPECIAL PROGRAMS

RECREATION ATTENDANTS	ADDRESS	TITLE	#	Years	2011	2012
Stephen Mayer*	9 Victoria Hts, EA	Camp Program Coor	4 th	YR	\$7.70	\$9.00
Daniel Coleman	300 Prospect Ave, EA	Arts & Crafts	2 nd	YR	\$7.60	\$7.80
Ean Tierny	856 Quaker Rd, EA	Camp Supervisor	1 st	YR	New	\$7.70
Quinton Shanahan	376 South Grove St, EA	Camp Supervisor	1 st	YR	New	\$7.70
Madeline Zink	620 South St, EA	Camp Supervisor	2 nd	YR	\$7.70	\$7.80
Megan Wolff*	59 Manchester Rd, EA	Camp Supervisor	4 th	YR	\$7.35	\$7.70
Dana Learn	1360 Sweet Rd, EA	Aktion Club/Sub	5 th	YR	\$9.00	\$9.10
Connor Giacomini	5 Mary Jane Lane, EA	Tennis Supervisor	2 nd	YR	\$8.70	\$8.80
Evan Giacomini	5 Mary Jane Lane, EA	Tennis Supervisor	2 nd	YR	\$8.70	\$8.80
Elizabeth Mason	225 Geneva Rd, EA	Tennis Assistant	3 rd	YR	\$7.20	\$7.45
Patrick Dayton	349 Prospect Ave.	Sports Supervisor	4 th	YR	\$7.70	\$7.80
Bridget Wolff	59 Manchester Rd, EA	Sports Assistant	2 nd	YR	\$7.25	\$7.40
Tristan Koch	476 Ridge Rd, EA	Sports/Boys Lax	2 nd	YR	\$7.25	\$7.30
Francis Nigro	104 Maple Rd, EA	Sports Assistant	1 st	YR	New	\$7.25
Nikki Schneider	167 North St, EA	FHockey/Lax/Sports	2 nd	YR	\$7.25	\$7.30
Elliott Martynkiewicz	310 Parkdale Ave, EA	Track Assistant	3 rd	YR	\$7.30	\$7.35
Megan Hulton*	1582 Center St, EA	Track Supervisor	2 nd	YR	\$7.25	\$7.70
Joshua Harts	248 Walnut St, EA	Track Assistant	1 st	YR	New	\$7.25
Kylie Bett	1085 Lawrence Ave, EA	BOB, STAR Assist	2 nd	YR	\$7.35	\$7.40
Amanda Falkowski	573 Linden Ave, EA	BOB, STAR Supervisor	4 th	YR	\$7.45	\$7.70
Daniel Dechert	225 Walnut St, EA	Men's Basketball	1 st	YR	New	\$8.70
Kathy Aures	533 Snyder Rd, EA	Program Assistant	7 th	YR	\$7.60	\$7.70
Katie Mosser*	1272 Underhill Rd, EA	Ex Little Super	6 th	YR	\$8.00	\$8.70
Jan Dahleiden	309 North St, EA	Art & Nature	3 rd	YR	\$12.00	\$12.25
Michelle Bedard	1414 Emery Rd, EA	Theater	15 th	YR	\$9.10	\$9.20

Association of Towns of the State of New York and Cornell Local Roads Program
cordially invite you to the 67th Annual School for Highway Superintendents

**2012 HIGHWAY SCHOOL
REGISTRATION FORM**
ITHACA COLLEGE, ITHACA, NY -- JUNE 11 - 13, 2012

71

PLEASE USE A SEPARATE REGISTRATION FORM FOR EACH INDIVIDUAL REGISTRANT

WE RECOMMEND THAT YOU USE ONLINE REGISTRATION AT WWW.NYTOWNS.ORG
You can only use Master Card or Visa and will get a registration confirmation immediately.

IF MAILING, SEND TOGETHER WITH PAYMENT TO:
(Please make check payable to "Association of Towns")

ASSOCIATION OF TOWNS
150 State Street, Albany, NY 12207

REGISTRATION FEE: (check applicable lines)

- \$100.00 Early Registration Fee (if payment is received by May 31) _____
- \$ -0- Registrants who have received a 20-Year Attendance Certificate _____
- This is my first time attending Highway School _____

NAME DAVID M GUNNER
(First, M.I., Last - please print clearly)

TITLE: HIGHWAY SUPERINTENDENT

ORGANIZATION: TOWN OF AURORA
(Please Check One)

TOWN VILLAGE CITY STATE AGENCY COUNTY

OTHER _____

ADDRESS: 251 QUAKER ROAD
(Please indicate STREET, P.O. BOX, OR ROUTE)

CITY, STATE & ZIP CODE: EAST AURORA NY 14082

DAYTIME PHONE: (716) 652-4650 FAX: (716) 652-1123

E-MAIL ADDRESS (if available) DBUNNER@TOWNOFRAURORA.COM

COUNTY (where your municipality is located) ERIE

SOCIAL SECURITY NO. (last 4 digits only) 2771 (for internal recordkeeping only)

Payment must be received by May 31 to qualify for the \$100.00 early registration fee. You will receive receipt of payment. Registrations received after that date must be processed at an on-site registration fee of \$135.00 because time will not allow for advance processing and communication. Please, send your registration in right now!

Please Note: Cancellations received 10 days prior to event will be refunded, less a \$10.00 processing fee.
NO REFUNDS after that deadline.

Check-In and On-Site Registration will be available on Sunday, June 10 from 3 - 5p.m.
Questions? Call Linda Shannon, Meeting Coordinator - 518-465-7933

TOWN OF AURORA

5 SOUTH GROVE STREET, EAST AURORA, NY 14052

BUILDING DEPARTMENT
(716) 652-7591

75

MEMO

TO: AURORA TOWN BOARD
FROM: Patrick Blizniak, Building Department
DATE: April 16, 2012
SUBJECT: Building Safety Month - May 2012

The International Code Council has announced that the month of May 2012 is designated as "Building Safety Month". The International Code Council consists of member throughout the United States including the NYSBOC (New York State Building Officials Conference). We are currently a Governmental member of the ICC.

Please sign the Proclamation for "Building Safety Week".

An International Celebration
of Safe and Sensible Structures



BUILDING SAFETY MONTH

INTERNATIONAL CODE COUNCIL FOUNDATION

MAY 2012

Proclamation

Building Safety Month - May, 2012

Whereas, our state's continuing efforts to address the critical issues of safety, energy efficiency and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council and International Code Council Foundation, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Building Safety Month: An International Celebration of Safe and Sensible Structures" the theme for Building Safety Month 2012, encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry. Building Safety Month 2012, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

NOW, THEREFORE, I, _____, SUPERVISOR
of TOWN OF AURORA, do hereby proclaim the month of May, 2012, as Building Safety
Month.

Signature



7K

5 South Grove Street, East Aurora, NY 14052

www.townofaurora.com

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: April 12, 2012
Re: Fire Extinguisher replacement – Gleed Ave.

Per NFPA codes, maintenance needs to be performed on fire extinguishers every six (6) years. This year, twenty-two 5lb ABC/dry chemical extinguishers at Gleed require maintenance. After doing some research, I found out that it is less expensive to replace the units than it is to have maintenance performed on them. Depending on what each extinguisher might need, the maintenance cost per unit can range from \$50 to \$75 (parts and labor).

Quotes for replacement/new extinguishers:

Grainger	\$60.73	(\$1336.06)
Northern Safety	\$64.02	(\$1408.44)
ULINE	\$56.00	(\$1232.00)
Chubb/UTC	\$49.73	(\$1094.00)
Monroe	\$54.50	(\$1199.00)
ABC	\$51.50	(\$1133.00)

SUPERVISOR
JOLENE M. JEFFE
(716) 652-7590
jjeffe@townofaurora.com



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TOWN OF AURORA

5 South Grove Street, East Aurora, NY 14052

www.townofaurora.com

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jharris@townofaurora.com

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TOWN JUSTICE
Douglas W. Marky
Jeffrey P. Markello

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

FAX: (716) 652-3507

TDD (716) 714-1001
For the Hearing Impaired

April 10, 2012

I respectfully request the town board approve of the following seasonal employees to work in the highway and parks department this summer.

Ryan Denz
Andy Kurtzhaltz
Jason Buranich
Brian Fentzke
Ned Winter
Mike Resaterits
Conner Denz
Nate West
Jacob Swarthouse
Scott Drosendahl

These employees will start June 4, 2012. They will all be paid \$10.00 per hour and will be paid out of the following budget lines:
A7110.105, A7110.111, A7189.105, DB5110.141, DB5140.141, CE8810.100

Sincerely,

David M. Gunner
Superintendent of Highways

7M

AGREEMENT

AGREEMENT made this ____ day of April, 2012, by and between

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

hereinafter referred to as the "Town", and

603 OAKWOOD SQUARE, INC.
d/b/a DEL AUREO'S PIZZA
603 Oakwood Avenue
East Aurora, New York 14052

hereinafter referred to as the "Concessionaire".

WHEREAS, the Town of Aurora Parks and Recreation operates the baseball diamond located at Community Pool Park during the summer months of each year, and

WHEREAS, the Concessionaire for the past seven (7) years has managed the concession for food and beverage, and

WHEREAS, the parties wish to continue the arrangement between the Town and the Concessionaire,

NOW, THEREFORE, the parties agree as follows:

1. TERM: The term shall commence on the 1st day of April, 2012 and terminate on the 1st day of October, 2012.
2. PAYMENT: The Concessionaire shall submit a written statement of income and expenses within ten (10) days following the first day of each month during the term of this Agreement. The Concessionaire shall pay the Town 65% of the net revenue.

3. OBLIGATIONS OF CONCESSIONAIRE:
 - A. The Concessionaire shall manage all facets of the baseball concession stand which shall include, but not be limited to, the staffing, purchasing of all supplies, accounting and sales.
 - B. The Concessionaire will apply to the Erie County Department of Health and pay for permits necessary to operate the facility, the expenses of which shall be included in the determination of net revenue. The Concessionaire shall be responsible to comply with the provisions of the Erie County Sanitary Code and other applicable codes in regard to the operation of the concession facility.

4. OBLIGATIONS OF TOWN: The Town of Aurora Parks and Recreation Department shall be obligated to the following:
 - A. Provide a schedule of baseball games and special events prior to the commencement of each term. Any changes in the scheduling shall be submitted to the Concessionaire within three (3) days of such change.
 - B. Provide the building, refrigerator, cash register and table in the use of the concession stand.
 - C. The Town shall pay the cost of electric.
 - D. The concession building shall be in joint control of the Town and Concessionaire. The control of the Town shall be permitting access to the building by the baseball coaches to remove and return baseball equipment. Such access shall in no way or manner interfere with the operation of the facility by the Concessionaire.

5. INSURANCE: The Concessionaire shall have in effect an insurance policy providing coverage for product liability and general liability, naming the Town as

an additional insured. The Concessionaire shall have in effect a Workers Compensation and Employer's Liability Policy and a NYS Disability Insurance Policy with proof of same furnished to the Town by proper certificates. The Concessionaire shall be responsible for its personal property in the event of loss. The amount of coverage for product liability and general liability shall be at minimum \$1 million and subject to approval by the Town.

6. INDEPENDENT CONTRACTOR: It is mutually covenanted and agreed that the relationship of the Town and the Concessionaire shall be that of independent contractors. As an independent contractor, the Concessionaire shall be responsible for its employees and the products it serves. The Concessionaire, regarding its employees, shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, Federal and State income taxes, Social Security taxes, unemployment compensation taxes, and Workers compensation coverage. The Concessionaire shall hold and keep the Town free and discharged of and from any and all responsibility and any liability arising from the operation of the concession. The Concessionaire further agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Concessionaire.

7. AGREEMENT: The Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board at a meeting held on the ____ day of April, 2012. The Concessionaire represents that an officer of the Concessionaire, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement on behalf of the Concessionaire. This instrument shall be executed in duplicate.

8. WAIVER: No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or

constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. MODIFICATION: No change, additions or modifications of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by both parties.
10. NOTICES: Any notice required by this Agreement shall be given by registered or certified mail, addressed to the party to whom the notice is intended to be given at the address above set forth, or at such other address as shall previously have been furnished in writing to the other party.
11. BINDING EFFECT: This Agreement shall inure to the benefit and be binding upon the parties, their legal representatives and assigns.

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

TOWN OF AURORA

By _____ Jolene Jeffe, Supervisor

603 OAKWOOD SQUARE, INC.
d/b/a DEL AUREO'S PIZZA

By _____

Kathleen Moffat

7.11.12

From: Callista Jackson [callista.jackson@gmail.com]**Sent:** Wednesday, March 28, 2012 12:57 PM**To:** Jolene Jeffe; Kathleen Moffat**Subject:** Aflac

Good Afternoon Ladies,

It was a pleasure to meet both of you last week and we appreciate the opportunity to educate you and your employees on our products.

Here are a couple of examples of cost as we discussed:

Employee A-\$10hr wage package includes \$500 mo 0/7 Short term disability, accidental coverage and cancer coverage \$15.28 week (pretaxed \$12.60)week.

Employee B-\$25hr wage package includes \$1900 mo 0/14 Short term disability, accidental and cancer coverage for employee and 2 parent family \$31.21 week (pretaxed \$26.97)

These are just a couple examples of affordability. Programs are tailored to each employee and rates do not increase.

I will also be delivering packets for your meeting with the board this week as well.

Please call or email me with any questions.

Thanks,

Callista

NOTE : RATES ABOVE ARE EXAMPLES.
AFLAC REP. MEETS WITH
INDIVIDUAL EMPLOYEES TO
SET INDIVIDUAL RATES.

70

TOWN OF AURORA

5 SOUTH GROVE STREET, EAST AURORA, NY 14052

BUILDING DEPARTMENT

TO: AURORA TOWN BOARD

FROM: PATRICK BLIZNIAK

DATE: April 19, 2012

REFERRED FOR JUSTICE COURT ACTION IN REFERENCE TO AURORA TOWN CODE
CHAPTER 35.11 TOWN OF AURORA ALARM CODE - FAILURE TO REMIT CHARGES.

Louis Magnano
8 Victoria Heights
East Aurora NY 14052

Mailing address
5 Woodview Ct
Olean NY 14760

7P

From: melissa dispenza
Date: April 19, 2012 12:52:56 PM EDT
To:
Subject: 431 Quaker and the sewers

I have a request to ask of you concerning the sewer system at Reed Hill. The County of Erie has already sent me the application for becoming an out of district customer, and by phone I am told they will grant me the right to hook into that system.

I am told you are the Town of Aurora sewer contact person. So, the County of Erie asks me to obtain from you this letter:
"A letter from the Town stating that they will not object to you connecting to the sewer system as an out of District customer. This item is needed for the execution of the Out of District Agreement and not the actual (sewer) Board approval."

I need your letter to send my application in to the County.

My physical address and name are:
Melissa A. Dispenza
431 Quaker Rd.
East Aurora, NY 14052

Any questions, please call me at

~Melissa Dispenza

8A

**TOWN OF AURORA
DOG CONTROL REPORT
March 2012**

Sheryl Harris, Dog Control Officer

"Striving to serve the public as the frontline of defense to protect the health and safety of humans and animals"

Phone Calls to DOG CONTROL OFFICE	TOWN	VILLAGE	OTHER	WALES
Adoption	1	1	5	
Attack/Fighting				
Barking	2	1		
Bites			3	
Cats	1			1
Damage by Dogs				
Found Dogs	3	2	1	3
Licensing	2		1	1
Loose/Unleashed Dogs	7	1	1	
Lost Dogs	7	1	13	1
Miscellaneous Calls	2		4	1
MVC – Dogs/Cats				
Other Animals	1	1		
Permits	1			
Threatening Dogs	1			
Welfare			1	
Historian		2	1	
* TOTAL PHONE CALLS RECEIVED 75-	28	10	30	7

*Total does not include calls received at personal residence and cell phone.

Phone Calls to EAPD/NYSPD/ECSD	TOWN	VILLAGE	OTHER	WALES
Assist EAPD/NYSPD/ECSD				
Attack/Fighting				
Barking				
Bites				
Damage by Dogs				
Found Dogs	4	2		
Loose/Unleashed Dogs	7	6		
Lost Dogs	3	1		
MVC- Dog/Cat	2/			
Other Animals				
Threatening Dogs				
Welfare	1			1
Other				
TOTAL PHONE CALLS RECEIVED-27	2/15	9		1

MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR March 2012

<i>Appl.</i>	<i>Value</i>	<i>Fee Type</i>	<i>Description</i>	<i>Issued</i>	<i>Value</i>
2	389,476	\$1,442.50 0100	SINGLE FAMILY	2	389,476
1	357,345	\$1,323.50 0110	TWO FAMILY	1	357,345
1	8,590	\$148.85 0160	ALTERATION RESIDENTIAL	1	8,590
1	1,030	\$50.00 0207	ALTERATION SCHOOLS/EDUCATIONA	1	1,030
2	78,300	\$1,214.50 0222	COMMERCIAL - ALTERATION	2	78,300
2	30,960	\$286.40 0300	DETACHED GARAGE	2	30,960
7	47,898	\$683.00 0430	ACCESSORY BUILDING	7	47,898
2	2,880	\$114.00 0435	ACCESSORY STRUCTURE	2	2,880
1	1,320	\$42.60 0436	ACCESSORY STRUCTURE & ALTERATI	1	1,320
1	0	\$100.00 0450	DEMOLITION - SINGLE FAMILY HOUSE	1	0
1	0	\$50.00 0454	DEMOLITION - ALL OTHER BUILDINGS	1	0
3	275	\$135.00 0489	A-FRAME SIGN	3	275
4	14,800	\$540.00 0490	SIGN	4	14,800
2	0	\$50.00 0493	TEMPORARY SIGN	2	0
1	11,330	\$189.95 0599	CONVERSION SING-TWO FAM DWELL	1	11,330
3	0	\$817.35 0700	RENEW/REISSUE	3	0
3	0	\$600.00 0730	RECREATION/PARK FEE	3	0
37	944,204	\$7,787.65		37	944,204

Plus Previous Total Value thru February

538,735

Current Total Value to April 1, 2012

1,482,939

NOTES:

Zoning Board of Appeals:

APPLICATIONS:

1301 Mill Rd
95 Cook - review

ACTIONS:

VL Olean Pathways
VL Lewis Rd

NOTICES SENT:

3/2	Sherk, 440 Oakwood	shed plywood deteriorated
3/5	696 Main St LLC, 696 Main	sign w/o permit-Firefly
	EA Mangmt, 634 Main	sign w/o permit-Swirls
	720 Main LLC, 720 main	sign w/o permit - ragamuffins
3/8	Arriba, 591 Main	fire violation - 2 nd notice
3/13	Cummings, 2018 Davis	2 nd notice - prop maintenance
3/14	Deltora, 586 Main	discontinue apt residence
3/23	Clark, 111 Beech	prop maint - JCA
	Bogush, 1730 Blakeley	junk, junk car
3/26	Fantastic Sam, 665 Main	sign w/o permit
3/29	TNGLG, 391 Maple	prop maint - 2 nd notice

FIRE/INTRUSION: 8

8C

EAST AURORA POLICE DEPARTMENT INTERDEPARTMENTAL CORRESPONDANCE

TO: Supervisor Jeffe & Town Council
FROM: R. J. Krowka, C.O.P.
DATE: 040512
RE: Monthly Report- March 2012

GENERAL INFORMATION

1. March was an exceptionally mild month weather-wise which brought down the number of car crashes and increased the number of pedestrians out and about. Fortunately there were no meetings of the two. In addition there was a noticeable increase in the amount motorcycles on the road. A Nixle message was put out to warning motorists to be more observant for them.
2. In addition to Village/Town Board meetings, work sessions and staff meetings Officers and myself attended the following:
 - a. PO's Ferrara & Longboat attended a Safe Schools seminar focused on bullying at SUNYAB.
 - b. The Lieutenant's attended an Executive Level training session at Hilbert College focusing on personnel issues.
 - c. PO Waldron attended an Accident Investigation School at the Police Academy
 - d. I attended the monthly Erie County Chiefs of Police meeting where John Greenan, Erie County Director of Personnel discussed civil service issues.
 - e. I conducted three pistol permit interviews.
 - f. Met with a representative from e-grants to discuss upcoming applications for the BUNY and STEP grants.
3. Attended the Prescription Abuse Awareness seminar that was held March 27 at the Aurora Theater. The forum discussed signs & symptoms, preventative measures, the addiction process and counseling/treatment programs. Approximately 125 attended. A special thank you to Lynn Kinsella for allowing the forum to be held at the theater on a business night. The forum was hosted by EAPD, VEA, TOA, Boys & Girls Club, EAGCC, and the EASD.
4. EAPD signed on to a program operated by 7-Eleven Stores called "Operation Chill." This program involves rewarding kids for performing good deeds or following the rules by giving them a coupon for a small free slurpee. The rule may be as simple wearing their bike helmet while riding or helping a neighbor rake leaves. If an Officer observes acts such as this he/she could give them a coupon. As an FYI, Board members are not eligible for the slurpee program, just kids.
5. In personnel issues PSD Cindy Rehberg is just about finishing up her training and should be ready for duty by the next bid, which is April 15. That should put Dispatchers at almost full manpower levels.
6. EAPD recently purchased a new speed monitor device to replace the broken one used for the past 8 years. The purchase was made by trading in the old unit and using Stop DWI funds. The new monitor is web based, therefore it can be operated and set from

any computer or smart phone with the proper code. In addition it has the ability to collect data, e. g. the number of cars clocked, average speed, high/low speeds and other information as well as take pictures.

7. As an FYI all employees in the PD and EAFC are now assigned email addresses. They can be accessed through Global Connect, or using the following format, john.doe@east-aurora.ny.us, of course substituting John Doe with the employees name. We now use the email for training information, general memos and general information. Hopefully we can also save on paper and ultimately paper clips.

CRIME STATISTICS

ACTIVITY	N.E. DISTRICT	S.W. DISTRICT	TOTAL (Previous Month)
Police Calls	789	378	1,167 (1,207)
Fire/EMS Calls			281 (257)
Traffic Tickets	39	53	92 (129)
Parking Tickets			19 (33)
Response Times	1.66 minutes	2.28 minutes	
Crimes	57	18	75 (74)
Pending Investigations			6
Cleared by Arrest			37
Total Closed			32
Crimes- Persons	10	8	18
Crimes- Drugs	4		4
Crimes- Property	17	3	20
Crimes- Vandalism	11	2	13
Burglary/Trespass			
S&R/Lic/Reg	8	4	12
DWI	3	1	4
Warrant Arrests	4		4

ARREST/INVESTIGATIONS

1. In addition to the above Officers investigated 20 car crashes and (fortunately) only 5 domestic incidents. During utilization of the License Plate Reader, which is mounted to one patrol car, there were 3,861 reads resulting in 8 suspended/revoked registration arrests.
2. Lt. Krieger received a call from a local pharmacist reporting that a subject was trying to fill a prescription that looked forged. After an investigation it turns out that two subjects have been filling out prescriptions using a pad stolen from a Doctor's Office. Over 200 Lortabs were recovered and the subject were charged with Forgery and Criminal Possession of a Controlled Substance.
3. There have been a number of small thefts and acts of vandalism, particularly in the Town. We believe that possibly some "Scrappers," people who go around collecting discarded metal on garbage night to sell at junkyards, may be involved. As a result patrols will step up efforts to monitor "scrappers" and inform them of the consequences of their actions. Repeat offenders will be ticketed.