

WS-1

**AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between

TOWN OF AURORA  
5 South Grove Street  
East Aurora, New York 14052

hereinafter referred to as the "Town", and

EAST AURORA UNION FREE SCHOOL DISTRICT  
430 Main Street  
East Aurora, New York 14052

hereinafter referred to as the "School".

WHEREAS, the Town acquired ownership to certain exercise equipment included in the purchase of the real property at 300 Glead Avenue, East Aurora, New York, and

WHEREAS, the School has a need for fitness equipment at the East Aurora Middle School, and

WHEREAS, the Town has negotiated a lease for the area of the exercise room to a third party for other purposes,

NOW, THEREFORE, the parties agree as follows:

1. EQUIPMENT: Upon request of the School, the Town will provide to the School certain exercise equipment set forth in annexed as Exhibit "A".
2. TERM: The term of this Agreement shall be on an annual basis, extended from year to year. Either party may terminate this Agreement with sixty (60) days written notice of termination prior to each anniversary date.

3. MAINTENANCE: The School shall maintain the equipment in good repair, condition and working order at its sole expense.
  
4. DISCLAIMER: The School acknowledges that the Town makes no representation in regard to the suitability and fitness of the exercise equipment. The Town has not made and does not make any warranty or representation whatsoever either express or implied, as to the suitability and fitness of the exercise equipment. The Town shall not be liable to the School for any loss, damage or expense of any kind or nature caused, directly or indirectly by the use of the exercise equipment or maintenance thereof, or of the failure or operation thereof.
  
5. RISK OF LOSS: The School hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the exercise equipment from any and every cause whatsoever.
  
6. INDEMNITY: The School shall hold the Town harmless from and against all claims, losses, liabilities, including negligence, tort and strict liability, damages, judgments, suits, and all other proceedings and any and all costs and expenses in connection therewith include attorney's fees arising out of or in any manner connected with the use of the exercise equipment including, without limitation, claims for injury to or death of persons and for damage to the exercise equipment.
  
7. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement between the Town and School and there is no understanding or agreement, oral or written, which is not set forth herein.

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

TOWN OF AURORA

By \_\_\_\_\_

Jolene Jeffe, Supervisor

EAST AURORA UNION FREE  
SCHOOL DISTRICT

By \_\_\_\_\_

Brian Russ, Superintendent

DRAFT

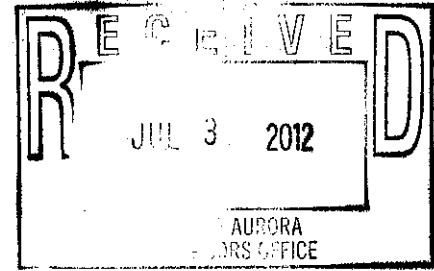
Exhibit A

Brand	Item	Qty.	detail
Body Master	back extension	1	2-25's + plates
Body Master	lat pull down	1	stack 300 lbs
Body Master	seated shoulder press	1	stack 250 lbs
Body Master	leg extension	1	stack 250 lbs
Body Master	butterfly	1	stack 300 lbs
Body Master	incline press	1	stack 400 lbs
Body Master	hi/lo pulling system	1	stack 150 lbs
Body Master	leg curl	1	stack 200 lbs
Body Master	leg extension	1	stack 250 lbs
Body Master	leg press	1	stack 400 lbs
Body Master	dumbbell rack	1	
Body Master	chrome dumbbell	2	3 lb
Body Master	chrome dumbbell	2	5 lb
Body Master	chrome dumbbell	2	8 lb
Body Master	chrome dumbbell	2	10 lb
Body Master	chrome dumbbell	2	12 lb
Body Master	chrome dumbbell	2	15 lb
Body Master	adjustable bench	1	
Concept 2	rower	1	
Gravatron	dip/pull up machine	1	stack 180 lbs
Nebula	adjustable bench	1	
Precor	stepper	2	a/c electric
Schwinn	bike	1	battery
Star Trac	treadmill	2	a/c electric
Tectrix	stepper	1	a/c electric
Tectrix	bike	1	battery
Tectrix	recumbent bike	1	battery
York	dumbbells	28	2 of each weight 5-70 lbs
	weight tree w/ 10 plates	1	
	dumbbell rack	1	
	rubber floor	1	
	curl bar	1	
	curl bar collar	2	
	tv's and ceiling brackets	3	

# Griffins Mills Cemetery

WS-2

West Falls Road, West Falls, New York 14170



July 1, 2012

Jolene M. Jeffe  
East Aurora Town Supervisor  
5 South Grove Street  
East Aurora, NY 14052

Dear Supervisor Jeffe,

Thank-you for your time and consideration regarding assistance to Griffin Mills Cemetery.

The cemetery is operated and maintained by local volunteers who are members of the Griffin Mills Cemetery Board. The board keeps a watchful eye on all costs. Our goal is to accumulate a maintenance fund (when all grave sites are sold) for the overall perpetual care of the cemetery.

To reach this goal we are requesting equipment and labor for road and tree maintenance at the cemetery. The cemetery has 2000 feet of gravel road that is graveled every two years. Trees are trimmed as needed. The cemetery would pay for all materials.

With the Town of Aurora providing the above mentioned services our financial goals would be greatly enhanced. We appreciate all your support.

Please feel free to contact me, Mark Gemerek at 655-8766, in furtherance of this request

Sincerely,



Mark Gemerek

SUPERVISOR  
JOLENE M. JEFFE  
(716) 652-7590  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)



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WS-3

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## TOWN OF AURORA

5 South Grove Street, East Aurora, NY 14052

[www.townofaurora.com](http://www.townofaurora.com)

July 13, 2012

To: Town Board  
From: Jolene Jaffe, Supervisor  
Re: Library Roof Engineering Proposals

We received 3 proposals for the library roof engineering services. We also received a letter from one firm declining to submit due to current work load. The proposals were as follows:

Wm Schutt & Associates - \$9,900 (lump sum)  
Nussbaumer and Clarke, Inc. - \$13,300 (hourly not-to exceed)  
TVGA Consultants - \$14,500 plus \$1500 allowance for printing, travel and other expenses

Declination was received from Clark Patterson Lee.

I am reviewing the proposals and will be asking the Town Engineer to do the same. I would like to put it on the agenda for July 23<sup>rd</sup>. Thank you.

## Tax Receiver consolidation into Town Clerk's Office (draft 7/13/12)

### Current Staffing

#### Personnel Costs (Tax Receivers Office)

Elected Tax Receiver	\$28,833	plus benefits (\$12,312k)
PT Tax Receiver help	\$3250	
Total:	\$32,083	plus benefits (\$12,312k)
<b>Total w/benefits:</b>	<b>\$44,395</b>	

WS-4

#### Personnel Costs (Clerk's Office)

Elected Town Clerk	\$56,000	plus benefits (\$12,312k) *
Deputy 1	\$30,360	plus benefits (\$12,312k) *
Deputy 2	\$14,976	(part time)
Total:	\$101,336	
<b>Total w/benefits:</b>	<b>\$125,960</b>	

**Total Staffing Costs (Clerk + Tax Receiver): \$133,419**

**Current Staffing Total w/benefits: \$170,355**

### Projected Staffing

#### 2014 Merge of Town Clerk / Tax Receiver:

Elected Town Clerk	\$56,000	plus benefits (\$12,312k) *
Deputy 1	\$30,360	plus benefits (\$12,312k) *
Deputy 2	\$29,952	plus benefits (\$12,312k)

Total Staffing Costs (Clerk, 2 FT Deputies): \$116,313

**Projected Total Staffing Costs w/benefits: \$153,249**

**Immediate Yearly Savings: \$17,106**

The potential for additional future savings exists, but cannot be verified without tracking data that needs to be accumulated under the new structure.

The current recommendation is to merge the duties of the Elected Tax Receiver position into the Town Clerk's office, and modify the Town Clerk's staffing from 1 FT Deputy and 1 PT Deputy to 2 FT deputies. Consolidating the 2 PT individuals to 1 FT individual has a yearly savings to taxpayers of \$17,106 while also maintaining a high quality of service to residents.

\* Not currently taking benefits

**Tax Receiver consolidation into Town Clerk's Office (draft 7/13/12)**

**Current Organization Chart**



**Proposed Organizational Chart**

