

WS-1/6B

INTERMUNICIPAL AGREEMENT  
SHARING OF MUNICIPAL FACILITIES

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between

TOWN OF AURORA  
A municipal corporation  
300 Gleed Avenue  
East Aurora, New York 14052

Hereinafter referred to as the "TOWN"

AND

VILLAGE OF EAST AURORA  
A municipal corporation  
571 Main Street  
East Aurora, New York 14052

Hereinafter referred to as the "VILLAGE"

WHEREAS, by authority of Article 5-G of the General Municipal Law of the State of New York, the parties may enter into a binding agreement to share municipal facilities, and

WHEREAS, the terms and provisions of the agreement are by the authority of Section 119-o of the General Municipal Law of the State of New York, and

WHEREAS, the Town desires to occupy and use a portion of the building of the Village located at 571 Main Street for the purpose of the Town of Aurora Justice Court, and

WHEREAS, the Village desires to occupy and use a portion of the building of the Town located at 575-587 Oakwood Avenue for the purpose of its municipal offices.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations, the parties agree to the following separate lease agreements for the occupancy and use of designated portions of buildings located at 571 Main Street and 575-587 Oakwood Avenue, these lease agreements are made a part of the above INTERMUNICIPAL AGREEMENT SHARING OF MUNICIPAL FACILITIES and are attached as lease Agreements number (A) and (B).

IN WITNESS WHEREOF, the parties have caused their corporate seals to be affixed hereto and their presence to be signed by the respective Supervisor and Mayor, duly authorized so to do, to be attested by the respective Town and Village Clerks having caused their corporate seal to be affixed hereto and their presence to be signed by Supervisor and Mayor, the date and year first above written.

WS-2/6A

**A BOND RESOLUTION, DATED JANUARY 14, 2019, OF THE TOWN BOARD OF THE TOWN OF AURORA, ERIE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE AURORA MUNICIPAL CENTER CAPITAL IMPROVEMENTS PROJECT CONSISTING OF THE RECONSTRUCTION OF AND CONSTRUCTION OF IMPROVEMENTS TO TOWN BUILDINGS (AND THE SITES THEREON) LOCATED AT 575-587 OAKWOOD AVENUE, AT AN ESTIMATED MAXIMUM COST OF \$5,700,000 AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,700,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE, SAID AMOUNT TO BE OFFSET BY ANY FEDERAL, STATE, COUNTY AND/OR LOCAL FUNDS RECEIVED, AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.**

WHEREAS, the Town Board of the Town of Aurora, in the County of Erie, New York (the "Town") has determined to undertake the Aurora Municipal Center capital improvements project consisting of the reconstruction of and construction of improvements to Town buildings (and the sites thereon) located at 575-587 Oakwood Avenue.

NOW THEREFORE,

BE IT RESOLVED, by the Town (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to undertake the Aurora Municipal Center capital improvements project generally consisting of the reconstruction of and construction of improvements to Town Buildings (and the sites thereon) located at 575-587 Oakwood Avenue, such work to consist of, but not be limited to, the renovation of such buildings (and sites thereon), including the construction of municipal offices, a shared meeting hall, additional meeting rooms, storage facilities, parking, landscaping improvements, and the construction of separate entrances, as well as other such improvements as more fully identified in (or contemplated by) documents prepared with the assistance of Fontanese Folts Aubrecht Ernst Architects, P.C., including all preliminary work and necessary equipment, materials and related site work, and any preliminary costs and other improvements and costs incidental thereto and in connection with the financing thereof (collectively, the "Purpose"). The estimated maximum cost of the Purpose is \$5,700,000.

SECTION 2. The Town Board plans to finance the estimated maximum cost of the Purpose by the issuance of serial bonds in an aggregate principal amount not to exceed \$5,700,000 of the Town, hereby authorized to be issued therefor pursuant to the Local Finance Law, such amount to be offset by any federal, state, county and/or local funds received including, but not limited to, various grant funds expected to be received by the Town. Unless

paid from other sources or charges, there shall annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 3. It is hereby determined that the Purpose is an object or purpose described in subdivision 12(a)(1) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of such Purpose is 25 years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of such bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution is permitted to be in excess of five years.

SECTION 6. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds (and any bond anticipation notes issued in anticipation of the sale of such bonds) as the same respectively become due and payable. An annual appropriation will be made in each year sufficient to pay the principal of and interest on such bonds or notes becoming due and payable in such year. Unless paid from other sources or charges, there will annually be levied on all the taxable real property of the Town a tax sufficient to pay the principal of and interest on such bonds or notes as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and of Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 62.10, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and details as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town. Without in any way limiting the scope of the foregoing delegation of powers, the Town Supervisor, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse any such expenditures (to the extent made after the date hereof or within 60 days prior to the earlier of (a) the date hereof or (b) the date of any earlier expression by the

Town of its intent to reimburse such expenditures) with the proceeds of the bonds authorized by Section 2 of this resolution (or with the proceeds of any bond anticipation notes issued in anticipation of the sale of such bonds). This resolution shall constitute the declaration (or reaffirmation) of the Town's "official intent" to reimburse the expenditures authorized by Section 2 hereof with such bond or note proceeds, as required by United States Treasury Regulations Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and may designate the bonds authorized by this resolution, and any notes issued in anticipation thereof, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has complied with applicable federal, state and local laws and regulations regarding environmental matters, including compliance with the New York State Environmental Quality Review Act ("SEQRA"), comprising Article 8 of the Environmental Conservation Law and, in connection therewith, duly issued a negative declaration and/or other applicable documentation, and therefore, no further action under SEQRA is necessary.

SECTION 12. In the absence or unavailability of the Town Supervisor, the Deputy Town Supervisor is hereby specifically authorized to exercise the powers delegated to the Town Supervisor in this resolution.

SECTION 13. The validity of such serial bonds or of any bond anticipation notes issued in anticipation of the sale of such serial bonds may be contested only if:

1. (a) such obligations were authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of the law which should be complied with as of the date of publication of this notice were not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within 20 days after the date of such publication of this notice, or

2. such obligations were authorized in violation of the provisions of the Constitution of New York.

SECTION 14. This resolution is subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law. The Town Clerk is hereby authorized and directed to publish (one time) and post on the sign-board of the Town, this resolution, or a summary thereof, together with a notice of adoption of this resolution subject to permissive referendum, within ten days after the date of adoption of this resolution.

SECTION 15. If no petitions are filed in the permissive referendum period, the Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper(s) of the Town, or if no newspaper(s) have been so designated, then in a newspaper having general circulation in the Town, which newspaper shall be designated by the Town Board in a separate resolution.

\* \* \*

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

AYES:

NOES:

ABSENT:

The foregoing resolution was thereupon declared duly adopted.

Application # \_\_\_\_\_

	Fee	Paid
Application Fee	\$25. ✓	✓
Permit Fee	\$15. ✓	✓
Security Deposit	\$200. —	—
Per Day Event Fee	\$200. —	—

WS-3/6C

## Application For Temporary Use Permit

Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field  
At Knox Farm State Park

Submit applications to:  
Town of Aurora Parks and Recreation  
300 Gleed Ave  
East Aurora, NY 14052  
Telephone (716) 652-8866 Fax: (716) 652-5646

**ALL REQUESTS MUST BE MADE NO LESS THAN 60 DAYS IN ADVANCE OF EVENT/USE.**

- Name of Organization: Borderland Festival/craftwork Entertainment
- Individual Responsible for this request: Jennifer Brazill
- Address: 25 Pine Street  
East Aurora NY 14052
- Telephone number: -53
- Fax:
- Email Address: mail.com
- Date(s) of event: 9/21 - 9/22 2019
- Hours of use including set up/take down: Start \_\_\_\_\_ am/pm End \_\_\_\_\_ am/pm
- Description of the event or use:  
We would like to use the polo grounds for parking
- Specific area(s) requested, map attached  
 Soccer  
 Polo Field  
 Equestrian Park  
 Other: \_\_\_\_\_
- Specific equipment to be brought in to park (porta johns, tents, etc.) porta johns + lighting rigs
- Need: Water \_\_\_\_\_ Electric \_\_\_\_\_
- Estimated attendance: 3000 Cars max

14. Will food or drinks be served? no If yes, describe: \_\_\_\_\_

15. Will there be sound amplification or music or a band(s)? no If yes, describe: \_\_\_\_\_

16. Other services requested (describe): none

\_\_\_\_\_ NYS Park Police\*  
*\*applicant is responsible for contacting East Aurora Police Department if race involves Village/Town streets*

\_\_\_\_\_ Parks and Recreation Department

17. Do you intend to use the main part of Knox Farm State Park between Buffalo Rd, Willardshire Rd., and Knox Rd.? yes If yes, you must request a permit from NYS Parks and Recreation. Contact their office at 716-549-1802.

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 300 Glead Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the **Guidelines for Use of Barb and Neil Chur Equestrian Park, Soccer Fields and/or Polo Field**

*Denise E. Bant*  
Signature of Applicant

12/28/10  
Date

Official Use Only Below this Line-----

Event: \_\_\_\_\_

Attachments submitted:

Indemnification Agreement

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Map with area(s) requested to be used indicated

\_\_\_\_\_ Copy of application for sign permit, if applicable. (Upon application approval, copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

\_\_\_\_\_ Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application  **Recommended** or  **Not recommended**  
by Department of Parks and Recreation

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[supervisor@townofaurora.com](mailto:supervisor@townofaurora.com)




TOWN CLERK  
MARTHA L. LIBROCK  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
300 Gleed Ave., East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

**Indemnification Agreement**

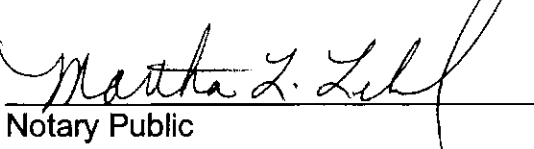
**Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field**

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from but only to the extent caused in whole or in part by negligent acts or omissions of our organization, anyone directly or indirectly employed by us or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to otherwise exist as to a party or person described in this paragraph.

  
\_\_\_\_\_  
Authorized Applicant or Officer

State of New York )  
County of Erie )

Subscribed and sworn to before me this 20<sup>th</sup> day of December, 2018

  
\_\_\_\_\_  
Notary Public

Qualified in Erie County, New York  
My commission expires: 5/31/2022

MARTHA L. LIBROCK  
Notary Public, State of New York  
No. 01LI5028312  
Qualified in Erie County  
My Commission Expires May 31, 2022



Application # \_\_\_\_\_

	Fee	Paid
Application Fee	\$25. _____	_____
Permit Fee	\$15. _____	_____
Security Deposit	\$200. _____	_____
Per Day Event Fee	\$200. _____	_____

WS-4/6D

## Application For Temporary Use Permit

### Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field At Knox Farm State Park

Submit applications to:  
Town of Aurora Parks and Recreation  
300 Gleed Ave  
East Aurora, NY 14052  
Telephone (716) 652-8866 Fax: (716) 652-5646

**ALL REQUESTS MUST BE MADE NO LESS THAN 60 DAYS IN ADVANCE OF EVENT/USE.**

1. Name of Organization: 42 NORTH BREWING COMPANY
2. Individual Responsible for this request: JOHN CIMPERMAN
3. Address: 25 PINE STREET  
EAST AURORA NY
4. Telephone number: \_\_\_\_\_
5. Fax: \_\_\_\_\_
6. Email Address: \_\_\_\_\_@\_\_\_\_\_mail.com
7. Date(s) of event 2/16/19
8. Hours of use including set up/take down: Start 11 (am/pm) End 3 am/pm
1. Description of the event or use:  
REQUESTING USE OF PARKING LOT AT SOCCER FIELD FOR  
3RD ANNUAL 'BREWSKI', AN EVENT WILL BE HOSTED AT  
KNOX FARM. EVENT ORGANIZERS ARE REQUESTING USE OF  
THE PARKING LOT FOR EVENT ATTENDEES
2. Specific area(s) requested, map attached  
 Soccer  
 Polo Field  
 Equestrian Park  
 Other: PARKING LOT
11. Specific equipment to be brought in to park (porta johns, tents, etc.) N/A
12. Need: Water NO Electric NO
13. Estimated attendance: 250

14. Will food or drinks be served? <sup>NOT IN</sup> ~~PERMITTED~~ If yes, describe: \_\_\_\_\_

15. Will there be sound amplification or music or a band(s)? NO If yes, describe: \_\_\_\_\_

16. Other services requested (describe): \_\_\_\_\_

\_\_\_\_\_ NYS Park Police\*  
*\*applicant is responsible for contacting East Aurora Police Department if race involves Village/Town streets*

\_\_\_\_\_ Parks and Recreation Department \_\_\_\_\_

17. Do you intend to use the main part of Knox Farm State Park between Buffalo Rd, Willardshire Rd., and Knox Rd.? NO If yes, you must request a permit from NYS Parks and Recreation. Contact their office at 716-549-1802.

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 300 Gleed Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the **Guidelines for Use of Barb and Neil Chur Equestrian Park, Soccer Fields and/or Polo Field**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Official Use Only Below this Line**-----

Event: \_\_\_\_\_

Attachments submitted:

\_\_\_\_\_ Indemnification Agreement

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Map with area(s) requested to be used indicated

\_\_\_\_\_ Copy of application for sign permit, if applicable. (Upon application approval, copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

\_\_\_\_\_ Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application  **Recommended** or  **Not recommended**  
by Department of Parks and Recreation

# SPECIAL USE/SPECIAL EVENT PERMIT

New York State Office of Parks, Recreation, and Historic Preservation

**Knox Farm State Park**

437 Buffalo Rd.

East Aurora NY 14052

Phone: 716-652-0786

**Issued To (Organization):** Aurora Ice Association Inc.

**Contact Person:** Peggy M. Cooke

**Address:** 41 Riley St.

**City, State Zip:** East Aurora NY 14052

**Email:** peggymcooke@yahoo.com

**Phone:** 716-597-7525

The New York State Office of Parks, Recreation and Historic Preservation hereby grants permission to, **Aurora Ice Association Inc.**, hereinafter referred to as "Permittee", to hold "**Brewski 2019**" on **2/16/19**, subject to the following terms and conditions:

- 1) Permittee shall be responsible for all personal injury, including death, and all property damage due to its activities under this permit and agrees to defend, indemnify and hold harmless the People of the State of New York; New York State Executive Department, Office of Parks, Recreation, and Historic Preservation (OPRHP); their commissioners, officers, agents, and employees from any and all claims, suits, actions, damages and costs of every nature and description which might result from the conduct of activities under this permit.
- 2) **Insurance and Indemnification:** The permittee covenants and agrees to defend, indemnify, and hold harmless the New York State Office of Parks, Recreation and Historic Preservation and the State of New York from any and all liability which may arise out of or result from use made by the Permittee of the PREMISES. The Permittee shall, at its own cost and expense, procure a policy of public liability insurance. The certificate of insurance should include the following statement: "**the State of New York, OPRHP, and their officers, employees, and agents are named as additional insured**" Said policy shall contain limits of no less than \$1,000,000 for each occurrence and a general aggregate minimum of \$2,000,000 to protect Permittee and each additional insured from any claims for damages to property and for personal injuries, including death which may arise in connection with the uses permitted under this PERMIT. Permittee shall deliver to PARKS certificates of insurance at the beginning of the term of the PERMIT and upon each renewal of said policy. Public liability insurance minimums may be adjusted to the New York State Office of General Services guidelines for public liability insurance. Failure by the Permittee to maintain the aforementioned insurance policy in full force and effect throughout the term of the PERMIT shall render the PERMIT null and void.
- 3) There will be no obligation on the part of OPRHP for garbage, water, electric, security, preparation, clean-up, or restoration of the area, or furnishing of equipment, supplies, or personnel, except as is normally done by OPRHP or as specified in the "SPECIAL CONDITIONS AND ARRANGEMENTS" section of this permit.
- 4) This is a non-exclusive permit.
- 5) Permittee must leave the area in the condition in which it was found.
- 6) The event must not interfere with use of the site or its surrounding areas and roads by the general public.

- 7) Permittee must comply with all OPRHP, state, county, and local rules and regulations. In addition, any directions issued by the Park Police; or authorized representatives of OPRHP must be immediately followed.
- 8) Permittee is responsible for obtaining any additional permits or approvals required by NYS OPRHP, State, County and local agencies. This permit shall be cancelled and any monies paid shall be forfeited if permit conditions are not fulfilled.
- 9) **SPECIAL CONDITIONS AND ARRANGEMENTS:**
  - a) **Permittee shall provide Parks with valid Certificate of Insurance and Liquor Authority Permit for the event, at least 2 weeks prior to scheduled date.**
  - b) **NYSOPRHP will collect 10% of total gross profit of monies generated by this activity/event under this permit. Please make payable to "Natural Heritage Trust".**
  - c) Site plan: Participants will register at the Stables for the event to be held from Noon – 3pm. They will then cross country ski or snow shoe to four tents set up at various points within the park. They will get a 5oz beer tasting at each tent. Food and merchandise vendors will be set up inside and outside of the stables, weather permitting. We anticipate about 400-600 people will participate.
  - d) Schedule for equipment set up and removal: Tent, tables, porta johns and chairs will be set up on Friday, 2/15/19. Tents will be taken down by 6pm.
  - e) Permittee must provide adequate supervision, security, traffic control, and emergency services for the duration of the event: The event will begin at the Stables, with parking across Knox Rd at the soccer field parking. The Town of Aurora will plow the parking area. It is requested that the state parks plow and salt the road from Knox Rd to the stables as needed. Emergencies will be handled by 911. A fire lane is to be kept open in front of the Stables.
  - f) Permittee will provide adequate trash removal for and during the event. All trash must be disposed of and not left onsite.
- 10) Permittee shall promptly report any and all unusual incidents directly to the Park/Site Manager or Park Police. Unusual incidents include, but are not limited to, damage to Park property, accidents, personal injuries, and emergencies involving medical personnel.
- 11) This permit is issued to Permittee for the date(s), time(s), and location(s) listed. It may not be sold, transferred, or re-issued. For identification purposes, it must be available for inspection by OPRHP officials.
- 12) Failure to adhere to the terms and conditions of this agreement shall result in its immediate cancellation and the forfeiture of any monies already paid to NYSOPRHP.
- 13) The on-site Park Manager or designated employee or Park Police may postpone or cancel this event because of any unsafe condition.
- 14) This permit will not be valid until signed by an authorized representative of Organization and a copy returned together with the required insurance certificate, fees, and other paperwork, as specified hereinabove, to the Knox Farm Park Office no less than 10 days prior to the date of the event.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

*Andrew P Hillman*  
\_\_\_\_\_  
Signature of Parks Representative

12/26/18  
\_\_\_\_\_  
Date

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



WS-5/GE  
GF  
town  
K  
k  
O  
n

**TOWN OF AURORA**  
Southside Municipal Center  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

GE

TOWN COUNCIL MEMBERS

December 17, 2018

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

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

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

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

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

TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board authorize the Purchase of a new 2020 Kenworth T470 Plow truck. This truck is being purchased off of the Onondaga County Bid # 8996 from Kenworth Northeast Group for the price of \$220,916.00.

Due to the fact it will take approximately 12 months to build and deliver the truck after January 1, 2020 I will need to have it ordered at this time.

This should be approved with the following stipulations noted at the Town Board meeting.

- A. It is budgeted for in the 2020 budget under line DB5130.217
- B. The 2020 budget is approved and adopted by the Town Board

Kenworth Northeast Group understands the stipulations and is willing to take the risk of processing the Truck order. Kenworth Northeast Group is also offering an optional trade of one of the Town of Aurora's existing 2009 International Plow trucks. They are willing to reduce the price of the new 2020 Kenworth plow by \$30,000. I have attached 5 of the most recent auction results from Auctions International of similarly equipped Trucks to determine the fair market value of the 2009 International plow truck. It is my recommendation that the Trade offer is fair and should be accepted. Kenworth Northeast Group has agreed that we will not give them the 2009 International until after the 2020 Kenworth has been delivered.

Sincerely,

David M. Gunner  
Superintendent of Highways



**Kenworth Northeast Group Inc.**  
 100 Commerce Dr.  
 Buffalo, NY 14218  
 Phone: (716) 852-2800  
 Fax: (716) 852-0143

TOWN OF AURORA HIGHWAY DEPT  
 251 QUAKER RD.  
 EAST AURORA, NY 14052  
 Phone: (716)652-4050

Prepared for: DAVID GUNNER

December 14, 2018

**Customer Quote – Pricing  
 Onondaga Pricing Agreement  
 Bid Ref # 8996**

**Equipment: 1 2020 Kenworth T470 Cab/Chassis**

2020 T470 Base MSRP	\$119,547.00	
Less 30% base discount	(35,864.00)	
Chassis Price after discount:		\$83,682.90
Options @ MSRP	\$63,999.00	
Less 25% option discount	(15,999.75)	
Option Price after discount:		\$47,999.25
Additional Kenworth NE Group discount		(15,354.15)

<b>TOTAL CAB &amp; CHASSIS PRICING</b>	<b>\$116,328.00</b>
<b>Plow &amp; body as per Henderson quote # 118827</b>	<b><u>\$104,588.00</u></b>
<b>TOTAL CAB &amp; CHASSIS INCLUDING PLOW AND BODY</b>	<b>\$220,916.00</b>
<b>Optional trade of a 2009 International</b>	<b><u>- \$30,000.00</u></b>
<b>TOTAL PRICE INCLUDING TRADE UNIT</b>	<b>\$190,916.00</b>

**Pricing includes:** Right side spring  
 4 year Rust Kote plan  
 Floor mats  
 Seat covers

Prepared by: Doug Hughes  
 716-249-8288  
[dhughes@kenworthne.com](mailto:dhughes@kenworthne.com)



Kenworth Northeast, Corporate  
100 Commerce Drive  
Buffalo, NY 14218  
Phone: 716-852-2800

December 17, 2018

David Gunner  
Town of Aurora Highway Dept.  
251 Quaker Rd  
East Aurora, NY 14052

Mr. Gunner,

Kenworth Northeast Group is pleased that you have selected Kenworth for your new plow truck. Please accept this letter as our agreement to order the truck immediately, to give us the best opportunity to have the truck before the 2019 plow season. Kenworth also understands and agrees to the following stipulations:

- It is budgeted for the 2020 budget under line DB5130.217
- The 2020 budget is approved and adopted by the Town Board.

Kenworth Northeast is also offering to take one 2009 International Plow truck in on trade at a value of \$30,000.00. Transfer of the trade truck will be done at the time of delivery of the new 2020 Kenworth T470.

Respectfully,

Doug Hughes  
Truck Sales (Niagara County)  
Municipal Sales Manager  
BUFFALO, NY  
716-748-8220 (OFFICE)  
716-249-8288 (CELL)  
dhughes@kenworthne.com

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



GF

[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
Southside Municipal Center  
300 Gleed Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

To: Town Board Members

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

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

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

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

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

TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

I respectfully request the Town Board approve of the declaring a 2009 International plow truck inventory # 2059 as surplus.

This truck will be disposed of as a trade-in on a new 2020 plow truck from Kenworth Northeast Incorporated. They have offered us a \$30,000 credit off of the cost of the new truck. I have attached 5 examples from recent auctions to determine that the offer meets or exceeds the fair market value of the truck.

Kenworth Northeast has agreed not to take possession of the 2009 International until the new 2020 plow truck is delivered and in service. Until that time the Town of Aurora will continue to use the truck without any restrictions.

Sincerely,

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

David M. Gunner  
Superintendent of Highways



SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



WS-6/6G

[TOWN OF AURORA, NY](http://townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

January 7, 2019

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

To: Town Board Members

I respectfully request the Town Board approve of the hiring of Union Concrete Corporation to tub grind our brush pile. They will be paid \$400 per hour which is the low bid price of the attached Erie County Summer Highway Maintenance bid for tub grinding services. This will be paid for our of SR 8189.401 Recycling services. We have budgeted for up to \$10,000 in the 2019 budget.

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

Sincerely,

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

David M. Gunner  
Superintendent of Highways

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

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

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

TOWN ATTORNEY  
Ronald P. Bennett

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

**COUNTY OF ERIE  
DIVISION OF PURCHASE  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

**Bids for Construction and Maintenance Materials  
For use by Erie County Department of Public Works,  
Division of Highways**

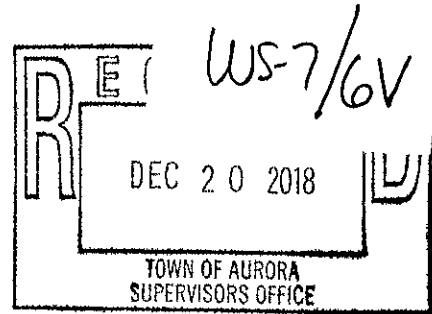
**Submitted in accordance with New York State Specification  
For the Year From April 1, 2018 – March 31, 2019**

**BID NO.: 218025-004**





**BOYS & GIRLS CLUB**  
OF EAST AURORA



January 3, 2019

Mr. Jim Bach  
Supervisor, Town of Aurora  
300 Gleed Avenue  
East Aurora, NY 14052

Dear Jim:

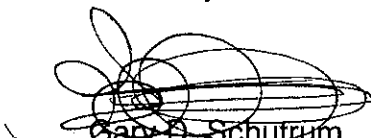
On behalf of the Board of Directors, staff and members of the Boys & Girls Club, I would like to extend our sincerest thanks to the Town for the continued and generous support provided to the Club. This support by our Town has greatly enhanced our ability to serve the youth of our community with quality programs and services.

While we realize that the Town has some challenging decisions to make with regards to establishing the budget, we are most grateful that you recognize the important role the Boys & Girls Club plays in the lives of our families. Our programs touch almost every child in the community whether it be through an athletic league, a Club program, a tournament, a camp session, a school field trip or a special event. Club services continue to be in demand by the youth of our community. We average close to 400 kids per day on a regular school day and are very proud of the role the Club has played in the lives of countless numbers of alumni! Our Club serves more youth per day than any other Club unit in Western New York, including the Boys & Girls Club of Buffalo, and we continue to be a community center for all kids of organizations and programs! We could never do the job we do without the support of generous individuals, businesses, services Clubs, and, of course, our local governments.

Enclosed please find the 2018 funding proposal in the amount of \$35,000, which I believe is the amount discussed between yourself and Mike Sawicki. The agreement enclosed has been signed by Jennifer Fee, our Board President. If everything is in order, we would request that you sign it, keep a copy for your records and return the original to us.

We look forward to continuing to work with the Town of Aurora for the benefit of our kids and invite you to come by anytime, take a tour and see the great things that your support makes possible every day!

Sincerely,



Gary D. Schutrum  
Chief Executive Officer

## **Agreement**

Dated as of the 1<sup>st</sup> day of January, 2019 by and between the TOWN OF AURORA, County of Erie, State of New York, a municipal corporation maintaining offices at 300 Gleed Avenue, East Aurora, New York, hereinafter referred to as the "Town" and THE BOYS & GIRLS CLUB OF EAST AURORA, a not-for-profit organization maintaining offices at 24 Paine Street, East Aurora, New York, hereinafter referred to as the "Boys & Girls Club".

**WHEREAS**, there is a demonstrated need in the community for programs to advance the moral, physical, mental, and social well-being of the youth of the Town of Aurora; and

**WHEREAS**, the Boys & Girls Club has agreed to provide services and programs to the youth of the Town of Aurora in the year 2019 as set forth on Exhibit "A" of this Agreement; and

**WHEREAS**, the residents of the Town of Aurora will benefit from such programs being provided to the youth of the Town,

**NOW WITNESSETH,**

**IT IS MUTUALLY AGREED** by and between the Town and the Boys & Girls Club that the Boys & Girls Club will conduct the programs set forth on Exhibit "A" of this Agreement for the year 2019; and

In consideration therefor, the Town will pay the Boys & Girls Club the sum of Thirty-Five Thousand Dollars (\$35,000) as follows:

1 <sup>st</sup> installment – March, 2019	\$ 9,000
2 <sup>nd</sup> installment – April, 2019	\$ 9,000
3 <sup>rd</sup> installment – July, 2019	\$ 9,000
4 <sup>th</sup> installment – Sept., 2019	<u>\$ 8,000</u>
Total	\$35,000

IT IS FURTHER AGREED that the Boys & Girls Club shall indemnify, defend and hold harmless the Town, its agents, employees or representatives against any and all claims, losses, damages, injuries, including death, property damage, lawsuits or other claims that result from services being provided by the Boys & Girls Club. The Town shall be named as an additional insured on the liability policy of the Boys & Girls Club, with limits of not less than One Million Dollars (\$1,000,000.00) of coverage; and the Boys & Girls Club will provide the Town with a certificate of insurance listing the Town as an additional insured on said policy.

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

Dated: January \_\_\_\_\_, 2019

**TOWN OF AURORA:**

By: \_\_\_\_\_  
James Bach  
Supervisor, Town of Aurora

Dated: January \_\_\_\_\_, 2019

**BOYS & GIRLS CLUB OF EAST AURORA**

By: \_\_\_\_\_  
Jennifer Fee  
Board President

## EXHIBIT A

Athletics – After school athletic leagues for boys and girls in grades 2-9

- Flag Football
- Soccer
- Kickball
- Floor Hockey
- Basketball
- Lacrosse

Basketball programs for youth, ages 7-18

- WNY Travel Basketball Program
- Saturday Morning In-House Basketball Program
- Annual High School Basketball Tournaments

Social Recreation Programs for youth, ages 7-11

- Daily drop-in activities
- Smart Girls
- Peanut Patrol

Educational Programs for youth, ages 11-14

- History Club

Drug, Alcohol and Early Sexual Involvement Prevention Programs:

- Smart Moves
- Peer Mentors

Social Recreation Programs for youth, ages 12-18, afternoons and evenings

- Daily drop-in activities
- Community Service Program
- Dances
- Disc Jockey Club

Summer Camp Programs

- Camp Ska-No-Ka-San: Summer day camp for youth, ages 7-13
- Jr. Counselor Program for youth, ages 14 and 15
- Adventure Camp Program for youth, ages 13-18

Teen Programs – Evening programs for boys and girls in grades 9-12

- Athletics - Flag Football, Bubble Soccer
- Trivia Night
- Reach High/Keystone Club
- HS History Club
- Special Events – Retro Dance, Taco Night, 5<sup>th</sup> Quarter Events

WS-8/5C

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **TOWN BOARD OF THE TOWN OF AURORA**, acting as the governing body of the Town Water Districts, with offices at 300 Gleed Avenue, East Aurora, New York 14052 ("Town") and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation having an office and principal place of business at 295 Main Street, Room 350, Buffalo, New York 14203 ("ECWA").

### RECITALS

**WHEREAS**, pursuant to Town Law § 198, the Town has created water districts and constructed facilities for the purpose of delivering water for domestic and commercial usage and for fire protection; and

**WHEREAS**, the Town has determined it would be in the best interests of its residents and businesses to convey the property and facilities of these water districts to the ECWA, allowing ECWA to provide direct service to these water customers; and

**WHEREAS**, once the Town water system has been conveyed to ECWA, the Town will no longer have any obligation or responsibility to maintain, repair, improve, or oversee the water system property and facilities, except for the payment of annual, public hydrant fees to ECWA; and

**WHEREAS**, ECWA Board of Commissioners and the Town's Board have approved, and authorized the execution of the Memoranda of Understanding, on or after September 18, 2014 and December 29, 2015, leading to the sale and conveyance of the Town water system to the ECWA; and

**WHEREAS**, before the ECWA and the Town may enter into a direct service agreement, the Town needs to undergo a number of legal procedures to authorize the transfer of property and facilities owned by the Town to the ECWA, which takes a considerable length of time to complete;

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. The Town and the ECWA agree that this Memorandum of Understanding incorporates all previous Memoranda of Understanding, signed on or after September 18, 2014 and December 29, 2015, unless stated otherwise in this Memorandum of Understanding.

2. The parties agree that due to the legal proceedings required to be undertaken by the Town prior to performing the improvements and dissolving the various water districts of the Town, certain of which actions will be subject to referendum, the Town cannot guaranty that it will be in a position to complete the work required and to authorize the transfer. On this basis, the Town will be under no legal obligation to transfer the water system facilities to the ECWA and the ECWA will have no obligation to accept the transfer of the water system facilities, unless



the Town completes all steps necessary to authorize the transfer within one year following the date of this Memorandum of Understanding, unless the date is extended due to extenuating circumstances and upon the mutual agreement of both parties.

3. The ECWA agrees to enter into a direct service agreement with the Town within 30 days following the referendum authorizing the sale and conveyance of the property and facilities of these water districts to ECWA.

4. The ECWA agrees to accept the property and facilities of the water districts within the timeframe set forth in the direct service agreement and upon the terms and conditions mutually agreed upon by the ECWA and the Town in the direct service agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date above written.

**TOWN OF AURORA**

By \_\_\_\_\_  
James J. Bach, Supervisor

**ERIE COUNTY WATER AUTHORITY**

By   
Jerome D. Schad, Chairman

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, in the year 201\_, before me personally came James J. Bach, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Aurora, New York, that he is the Supervisor of the Town of Aurora described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Aurora pursuant to a duly enacted resolution.

\_\_\_\_\_  
Notary Public

STATE OF YORK )  
COUNTY OF ERIE ) ss:

On the 3rd day of January in the year 2019, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

  
Notary Public

SHARON L. ZAJDEL  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 2029

WS-9/6U

RESOLUTION CALLING PUBLIC HEARING REGARDING THE PROPOSED DISSOLUTION OF WATER DISTRICTS NO. 1-NORTH, 1-SOUTH, 1-EXT. 1, 235, 6, 6-EXT.1, 6-EXT. 2, 7,8,9,10- EXT.1, 10-EXT. 2, 10-EXT. 4, 10-EXT. 5, 11, 12, 14, 16, 16-EXT. 1, 17 AND 18, WATER IMPROVEMENT AREAS 5 AND 7 AND VARIOUS EXTENSIONS THEREOF OF THE TOWN OF AURORA HAVING BEEN CONSOLIDATED INTO ONE CONSOLIDATED WATER DISTRICT DESIGNATED AS CONSOLIDATED WATER DISTRICT NO. 1 IN THE TOWN OF AURORA PURSUANT TO ARTICLE 17-A TITLE TWO OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND ARTICLE 12, SECTION 198 OF THE TOWN LAW OF THE STATE OF NEW YORK

WHEREAS, the Resolution for Dissolution references the Consolidated Water District No. 1 which district as constituted is the subject of the Resolution for Dissolution, and

WHEREAS, there is presently in effect a Lease Management Agreement between the Town of Aurora and the Erie County Water Authority whereby fifteen of the former water districts and extensions are managed by the Erie County Water Authority,

WHEREAS, the Town Board of the Town of Aurora has under consideration a dissolution of the referenced water districts, extensions and improvement areas to be dissolved to transition the said areas to be transferred to the Erie County Water Authority for the purpose of a Direct Service Agreement with the Erie County Water Authority,

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Aurora as follows:

SECTION 1. The Town Board has reviewed the Dissolution Plan to include the water districts, extensions and improvement areas referenced herein as Consolidated Water District No. 1 and has determined it is in the best interest of the Town to proceed with such dissolution.

SECTION 2. It is in the public interest to dissolve the Consolidated Water District No. 1 based on the review by the Town Board of the record before it, the consideration of the requirements of the property owners for a public water supply, and the anticipated benefits associated with a Direct Service Agreement with the Erie County Water Authority.

SECTION 3. The territorial boundaries of the Consolidated Water District No. 1 is encompassed in the proposed Dissolution.

SECTION 4. That the Town Board hereby endorses the Dissolution Plan, thereby commencing dissolution proceedings pursuant to the New York General Municipal Law Article 17-A Title 3 and New York Town Law Article 12, Section 198.

SECTION 5. The fiscal estimate of the cost of the dissolution shall not be more than five thousand dollars (\$5,000.00).

SECTION 6. The assets of the Consolidated Water District No. 1 to be dissolved include, but are not limited to, real property and personal property which when the District is dissolved shall be transferred to the Erie County Water Authority in accordance with the Memorandum of Understanding dated January 3, 2019.

SECTION 7. The Memorandum of Understanding dated January 3, 2019 between the Town of Aurora and the Erie County Water Authority provides that once the town water system has been conveyed to the Erie County Water Authority, the Town will no longer have any obligation of responsibility to maintain, repair, improve or oversee the water system property and facilities, except the payment of annual public hydrant fees to the Erie County Water Authority.

SECTION 8. Upon dissolution the residents of the consolidated water district will continue to be furnished municipal services by the Erie County Water Authority in accordance with the Memorandum of Understanding.

SECTION 9. Any outstanding debts, liabilities and obligations of the dissolved consolidated water district shall be assumed by the Town of Aurora and shall be a charge upon the taxable property within the limits of the dissolved entity, collected in the same manner as town taxes.

SECTION 10. There are no Local Laws, ordinances, rules or regulations of Consolidated Water District Number 1 that shall remain in effect upon dissolution of the said district.

SECTION 11. That a Public Hearing on the Dissolution Plan will be held on February 11, 2019 at 7:00 P.M. (prevailing time) or shortly thereafter, at the Town Hall, Town of Aurora, 300 Glead Avenue, East Aurora, New York 14052.

SECTION 12. That within five days after adoption of this Resolution, the Town Clerk is hereby authorized and directed to have the Dissolution Plan and a summary thereof placed in the office of the Town Clerk at the Town Hall and on the Town's website.

SECTION 13. That within five business days after commencement of dissolution proceedings pursuant to Section 700-4 of the General Municipal Law and Section 198 of the New York Town Law, the Town Board of the Town of Aurora does hereby authorize and direct the Town Clerk to arrange to have a Notice of the proposed dissolution and Public Hearing to be held in connection therewith to be published in the East Aurora Advertiser having a general circulation in the Consolidated Water District. Such Notice shall be published at least one time a week for four consecutive weeks, with at least one publication to take place 10 and 20 days before the Public Hearing. Such notice shall also be placed on the Town's website and posted on the sign board of the Town, and it shall be in substantially the following form, to wit:

LEGAL NOTICE:

(A) Calling for a Public Hearing to be published as required in connection with a proposed Dissolution Plan for the dissolution of the Town of Aurora Consolidated Water District is as follows:

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Aurora, a municipality of the State of New York (the "Town") on January 14, 2019 duly authorized a Resolution endorsing a proposed Dissolution Plan for the dissolution of the Town of Aurora Consolidated Water District, a descriptive summary of which follows.

Descriptive Summary of Dissolution Plan

The Town of Aurora, a municipality of the State of New York (the "Town") proposes to dissolve the Town of Aurora Consolidated Water District (the "CWD").

The territorial boundaries of the CWD encompasses a major portion of the Town, as more specifically described as Water Districts Nos. 1-South, 1-North, 1-Ext. 1, 235,6, 6-Ext.1, 6-Ext. 2, 7, 8, 9, 10-Ext.1, 10-Ext. 2, 10-Ext. 4, 10-Ext. 5, 11, 12, 14, 16, 16-Ext. 1, 17 and 18 and Water Improvement Areas 5 and 7 and the various extensions thereof fifteen of the former Water Districts and extensions are currently provided through a Lease-Management arrangement with the Erie County Water Authority (the "ECWA"). Residents of the CWD will continue to receive water service following the dissolution in accordance with the Memorandum of Understanding which provides for a transition of the Consolidated Water District to a Direct Service Agreement with the Erie County Water Authority.

The CWD's assets consist of Pump Stations, various easements, as more specifically described in Exhibit B to the Plan. Any debt of the CWD will be continued as an assessment against the former Water Districts, Extensions and Water Improvement Areas on the properties located therein.

Upon approval of the Plan (after a Public Hearing has taken place, which is scheduled for February 11, 2019), the Dissolution Plan calls for the dissolution by enactment of this Resolution calling for a Referendum on the proposed dissolutions by the Electors in the Town Consolidated Water District. The Resolution calling for the Mandatory Referendum is in accordance with General Municipal Law Article 17-A Title 3 and New York Town Law Section 198. The Mandatory Referendum shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2019 in accordance with Section 198 of New York Town Law setting forth the substance of the question to be is submitted to the Electors and setting forth other matters as may be necessary to call, provide for and give notice of the Referendum and to provide for the conduct thereof and the canvas of the returns thereon. The Resolution calling for the Referendum and the proposed dissolution shall be attached to it as the final approved version of the Dissolution Plan which Referendum shall be held not less than thirty (30) days and no more than ninety (90) days following adoption of the Resolution for Dissolution.

SECTION 14. No later than five (5) days after commencement of dissolution proceedings pursuant to Section 752 of Article 17-A, Title 2, the Town Clerk shall cause a copy of the proposed Dissolution Agreement along with a descriptive summary thereof, to be displayed and readily accessible to the public for inspection in public places within the Town of Aurora; cause the proposed Dissolution Agreement, along with a descriptive summary thereof and reference to the public place or places within the Town where a copy may be examined, to be displayed on the website maintained by the Town; and arrange to be published a descriptive summary of the proposed Dissolution Agreement within the Town

of Aurora where a copy thereof may be examined, at least once each week for four (4) successive weeks, in the East Aurora Advertiser.

DULY ADOPTED, this 14<sup>th</sup> day of January, 2019, by the following vote:

Supervisor Bach	Voted _____
Councilwoman Friess	Voted _____
Councilman Harris	Voted _____
Councilwoman Jeffe	Voted _____
Councilman Snyder	Voted _____

NOTICE IS HEREBY FURTHER GIVEN, that the Dissolution Plan, along with a descriptive summary thereof, may be read at the office of the Town Clerk located in the Town Hall, Town of Aurora, 300 Gleed Avenue, East Aurora, New York 14052. The Dissolution Plan may also be accessed through the Town's website: [www.townofaurora.com](http://www.townofaurora.com).

NOTICE IS HEREBY FURTHER GIVEN that a public hearing on this Dissolution Plan will be held on February 11, 2019 at 7:00 PM at the Town Hall, Town of Aurora, 300 Gleed Avenue, East Aurora, New York 14052.

BY ORDER OF THE TOWN BOARD OF THE TOWN  
OF AURORA, ERIE COUNTY, NEW YORK

TOWN OF AURORA  
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board of the Town of Aurora on Monday, February 11, 2019 at 7:00 p.m. at the Aurora Town Hall, 300 Glead Avenue, in the Village of East Aurora, New York regarding the proposed dissolution of the Consolidated Water Districts subject to a mandatory Referendum to be determined by action of the Board at its meeting on Monday, February 11, 2019 at 7:00 p.m.

PLEASE TAKE FURTHER NOTICE that the environmental significance of said proposed dissolution will be reviewed by the Aurora Town Board incident to and as a part of said Public Hearing.

Any Elector of the Consolidated Water District shall be entitled to be heard upon said proposed Dissolution Resolution at such Public Hearing. Copies of said proposed Dissolution Plan and descriptive summary are available for review at the Aurora Town Hall located at 300 Glead Avenue, Village of East Aurora as well as at the public hearing. The Dissolution Plan may be accessed through the Town's website; [www.townofaurora.com](http://www.townofaurora.com).

By order of the Town Board of the Town of Aurora, dated January 14, 2019.

Martha L. Libroch  
Town Clerk  
Town of Aurora



WS-10/6X

---

**From:** Tworkowski, Jamie Ryan <jamie.walsh3@verizonwireless.com>  
**Sent:** Thursday, December 27, 2018 3:52 PM  
**To:** Martha Librock  
**Subject:** Re: [E] Town of Aurora Cell Phone plan

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Martha,

You can do that. The following smartphone plans are available to you on the NYS contract:

\$34.99 per line: 200 minutes, 800 messages and 5GB of data - the minutes and the data pool together  
\$39.99 per lines: unlimited talk, text and data

Let me know if you have any questions!

**Smartphone Promos:**

- Must be activated on a plan \$34.99 or higher to qualify
- Free iPhone 7 32GB
- Free iPhone 6s 32GB
- Free Samsung Galaxy S8
- Free Samsung Galaxy J3v
- Free Samsung Galaxy J7v

**TOWN OF AURORA**  
**CELLULAR PHONE POLICY**  
(Originally adopted 6/9/2008)  
(Amended 8/10/2009)  
(Amended 1/25/2010)

It is the policy of the Town of Aurora that all town cellular phones provided to town employees and public officials shall be used for the purpose of supporting town business. The purpose of this policy is to facilitate effective town operations relating to cellular phone usage, encourage the responsible use of town provided cellular phones, provide guidelines for appropriate cellular phone use and help manage cellular phone usage costs.

**Definition:**

“Cellular phone” is deemed to include cellular radiotelephones and other wireless technology that is capable of transmitting and receiving wireless radiotelephone signals.

**Authorized Users:**

The Town Clerk will maintain a list of those employees and public officials to whom cellular phones are provided for use in connection with their duties as town employees or officials. This list and phone usage will be reviewed annually by the Town Board during annual budget preparation.

**Terms of Use:**

1. Cellular phones shall be used only for necessary phone calls in furtherance of town business purposes.
2. Town cellular phones may not be used by anyone other than the employee or public official to whom the phone has been issued, or another town employee or public official with a need to use the phone for town business.
3. Employees and public officials shall have no expectation of privacy in the use of town cellular phones. All cellular phones and records related to them, including all itemized bills from the carrier are the property of the town and subject to freedom of information laws. The records and information about or stored on the phones may be used by the town as it deems warranted.
4. Cellular phone service contract rights and equipment shall be the property of the town and any applicable determinations or changes as to them shall be made by Town Board direction.
5. Town cellular phones shall not be used for the purpose of illegal transactions, harassment, obscene or offensive behavior, or other violations of town policies.

6. Town cellular phones are valuable and should be handled with care. If loss, theft, or damage to a town cellular phone results from the negligence of the employee or public official to whom such phone is assigned, the employee or public official will be required to reimburse the town for the repair or purchase of replacement equipment. Such reimbursement shall be paid within 30 days.
7. An employee or public official may not make personal long-distance calls, except in an emergency. The employee or public official must reimburse the town for the cost of the call.
8. The town reserves the right to recover from any employee or public official those cellular phone expenses deemed to be unreasonable, excessive, personal, unauthorized, or unwarranted.
9. The town reserves the right to recover from an employee or public official where such employee or public official fails to return a town issued cellular phone upon request.
10. The town may discontinue cellular phone privileges at any time.
11. Cellular phones shall not be used when operating a vehicle or operating any form of equipment or in violation of any state or federal laws.
12. Charges or fees for occasional personal cellular phone calls will be the responsibility of the employee or public official. Each month each employee and public official with a town issued cellular phone will be provided a copy of the bill for the phone assigned to him/her and shall indicate the calls on the bill which were not for town purposes. The cost for those calls shall be paid by the employee or public official within 30 days of receipt of the copy of the bill. All personal calls will be charged back to the employee based on their hourly rate (i.e., an employee earning \$20 per hour would be required to reimburse the Town at a rate of \$0.33 per minute). Reimbursement, along with a copy of the cell phone bill indicating which calls were personal calls, shall be made to the Town Clerk.
13. Failure of the employee or public official to document an/or highlight personal phone calls on the monthly bill will result in the value of all use **as personal**, including monthly service charge and fair market value of the cell phone, to be reported on Form W-2 as income to the employee.
14. Failure of the employee or public official to reimburse the Town for personal use of a Town-issued cell phone in accordance with this policy within thirty (30) days of the account setting forth the invoice details will result in the fair market value of the cell phone, plus monthly service charges and any individual call charges to be reported on Form W-2 as income to the employee or public official.

15. The failure to comply with this policy may result in the loss of cellular phone use privileges and/or the imposition of disciplinary action by the Town Board.

**Town Board Review:**

The Town Board shall audit all monthly bills for cell phones issued to Town employees and public officials.

The Town Board shall conduct regular cost-benefit analyses to determine whether the current cellular phone usage is advantageous to the town, as well as whether cellular phone service plans should be changed in order to reduce costs and to maximize the benefit to the town.

**Personal Cellular Phone Usage:**

Personal cellular phones should not be used during working hours except for calls of emergency or under special conditions approved by the Town Board.

Town employees/public officials that carry personal cellular phones during working hours shall not use personal cellular phones when operating a vehicle or operating any form of equipment.

Personal cellular phones if needed should be utilized during lunch and break time.

Failure to comply with this policy may result in negation of authorization to carry personal cellular phones during working hours and or the imposition of disciplinary action.

**I have read this cellular phone policy and understand its guidelines and agree to abide by them.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Town Issued Cell #**

Cell Phone Request Form

SAMPLE

Requesting Department: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Type of Service Requested: ( ) New Service

( ) Change in Service Phone #: \_\_\_\_\_

( ) New Phone Phone #: \_\_\_\_\_

( ) Phone Accessory

( ) Battery

( ) Carrying Case

( ) A/C Charger

( ) D/C Charger

( ) Other \_\_\_\_\_

Reason for Service/Change: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVAL**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

County Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Board of Supervisor Approval: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date

WS-11/GW

Whereas, Marrano Marc Equity Corporation/Marrano Homes, developer for the Aurora Mills Cluster Subdivision has requested approval to apply for and receive building permits as needed for lots 1 through 58, 72, 73 and 74 prior to the completion of the project's infrastructure; and

Whereas, GHD, the Engineering firm inspecting the installation of the infrastructure (i.e., water lines, sewer lines, stormwater lines, and roads) in accordance with the Public/Private Improvement Permit (PIP), has reported the following:

- Aurora Mills Drive has been guttered and paved.
- The majority of Creekstone Drive, including the cul-de-sac, consists of stone base only with no gutters.
- Water and sanitary sewer lines are installed on Aurora Mills Drive.
- Water and sanitary sewer lines are installed on Creekstone Drive.
- Millstone Drive requires water and sanitary sewer lines, along with cutting of the roadway.
- ECWA has made the water tap at the main on Mill Road, but the service has not been turned on due to lack of electric service to the hotbox.
- Currently there are no gas or electric utilities serving the subdivision.
- Drainage lines for stormwater have been installed on Aurora Mills Drive and a portion of Creekstone Drive.
- The sanitary sewer pump station building that will house the generator and control panels has not been completed; and

Whereas, for previous subdivisions in the Town, whether public or private, the Town Board has not granted approval for nor has the Building Department issued building permits until the infrastructure (water lines, sanitary sewer lines, stormwater lines and roads) was completed.

Now, therefore be it resolved,

That based on past practices, the percentage of infrastructure work completed to date and review of the Town Code, the Aurora Town Board will review the request from Marrano Marc Equity Corporation/Marrano Homes to apply for and obtain building permits prior to infrastructure completion at such time that the concrete gutters throughout the Aurora Mills Cluster Subdivision have been poured.