

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



WS-4

townofaurora.com

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

GA

TOWN COUNCIL MEMBERS

Susan A. Friess
sfriess@townofaurora.com

Jeffrey T. Harris
jharris@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

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

BUILDING DEPARTMENT
William R. Kramer
(716) 652-7591
building@townofaurora.com

ASSESSOR
Roger Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
chris@townofaurora.com

TOWN ATTORNEY
Ronald P. Bennett

TOWN JUSTICE
Jeffrey P. Markello
Anthony DiFilippo IV

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

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

Supervisor and Board Members,

8/14/2019

I am requesting permission to restructure our permit fee schedule to enable applicants to obtain partial year permits if their jobs have not been completed at the conclusion of their original 12 month permit period. Given the size of some of the homes, the increased regulations and more self-contractors it seems more and more projects are unfinished at the end of the first year.

We currently offer a one year renewal for 1/2 of the original permit fee, but people always complain about the expense when they only need a month or two to complete the project. I am therefore requesting that we give them the ability to obtain a 3 month permit after the expiration of the original permit. I would request that the fee be set at 1/4 of their original permit fee plus a \$25 application fee. It would just be something that would be a little more palatable for applicants who were unable to complete their projects within that 12 month time frame.

William R. Kramer

SOUTHSIDE COMMERCE CENTER, LLC

WS-5

701 Seneca Street • Buffalo, New York 14210

Phone: (716) 856-0810

Fax: (716) 852-2292

GB

August 21, 2019

James Bach
Supervisor
Town of Aurora
300 Gleed
Buffalo, NY 14052

Dear James:

This letter will serve to confirm that your present Lease will expire on October 31, 2019.

You have an option to renew for an additional one year at the rate of \$6.00 per square foot for base rent. Common area and utility charges will remain the same at \$2.25 and 1.59 per square foot respectively, as indicated on page 10 of your Lease.

If you do not notify us of your intentions before the expiration of your lease, you will become a month-to-month tenant effective November 1, 2019.

Please sign this copy indicating that you are in agreement with the above and wish to exercise your option to renew and return it to me as soon as possible.

Yours truly,



Lori McDermott
Finance Manager

Read and Agreed by:

Firm _____

By _____

Date _____

AGREEMENT FOR SERVICES

WS-6

AGREEMENT made this _____ day of August, 2019 by and between

GC

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

hereinafter referred to as the "Town", and

hereinafter referred to as the "Independent Contractor" or "IC".

Whereas, the Town desires to engage the IC to perform certain services for the Town, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be rendered.* The Town desires that the IC perform, and the IC agrees to perform, the following work: _____

2. *Independent contractor's performance.* All work done by the IC shall be of the highest professional standard and shall be performed to the Town's reasonable satisfaction.

3. *Status.* The IC's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. IC warrants and represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required for him to perform the work as set forth in this Agreement.

4. *Terms of payment.* Town shall pay the IC the following payments for all work performed hereunder.

5. *Reimbursement of expenses.* Town shall not be liable to the IC for any expenses he pays or incurs unless otherwise agreed to in writing by the Town.

6. *Materials or supplies.* IC shall supply, at his sole expense, all materials and/or supplies to accomplish the work to be performed.

7. *Federal, State and local payroll taxes.* Town will not withhold or pay on behalf of the IC or any of his employees: (a) federal and local income taxes; or (b) any other payroll tax of any kind. In accordance with the terms of this Agreement and the understanding of the parties herein, IC shall not be treated as an employee with respect to the services performed hereunder for federal or New York State tax purposes.

8. *Fringe benefits.* Because IC is engaged in his own independent contracting business, he is not eligible for, nor entitled to, and shall not participate in, any of the Town's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the Town's employees.

9. *Notice to independent contractor regarding its tax duties and liabilities.* IC understands that he is responsible to pay his income tax in accordance with Federal, New York State and Local Law. IC further understands that he is liable for Social Security ("FICA") tax, to be paid in accordance with all applicable laws.

10. *Insurance indemnification.* The IC shall maintain insurance of the types and in the amounts typically maintained for the type of service to be provided including, but not limited to, comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, all with insurance companies reasonably satisfactory to the Town. The IC agrees to indemnify and hold harmless the Town, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the IC's performance of its services for the Town. The Town may waive or modify the requirements for the insurance but shall not waive the provision for indemnification.

11. *Town not responsible for Workers' Compensation.* Because IC is engaged in its own independent contracting business and is not an employee of the Town, Town will not obtain Workers' Compensation insurance for the IC or his employees. The IC agrees to obtain Workers' Compensation coverage for himself and his employees and to furnish a copy of such certificate of Workers' Compensation insurance to the Town.

IC may be excused from obtaining Workers' Compensation coverage for himself if he establishes, warrants and represents to the Town's satisfaction that he is not required to obtain Workers' Compensation insurance coverage under the New York State Workers' Compensation Law, as amended. Thus, if the IC can demonstrate to the Town's satisfaction that he is a sole proprietorship and is not incorporated, and if he is further able to show that he is exempt from the coverage requirements of the New York State Workers' Compensation Law, as amended, then he will not be required to produce a certificate of Workers' Compensation insurance. Under no circumstances will the Town obtain Workers' Compensation insurance coverage for the IC in the event that he is excused from obtaining Workers' Compensation insurance coverage for himself.

12. *Term.* This Agreement's term shall begin on the date hereof and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving sixty (60) days' written notice to the other. Notwithstanding a termination, the IC's obligations to provide follow-up services shall remain in effect until such services are completed.

13. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

14. *No authority to bind Town.* IC has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties.

15. *Assignment.* This Agreement may not be assigned by the IC without the Town's prior written permission.

16. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

17. *Modification.* No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Town and the IC.

18. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Town and the IC.

19. *Applicable law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State without regard to conflicts of law principles.

20. *Headings.* The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

21. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated: _____, 2019

TOWN OF AURORA

By: _____
James J. Bach
Supervisor, Town of Aurora

Dated: _____, 2019

By: _____
Independent Contractor

AGREEMENT FOR SERVICES

AGREEMENT made this _____ day of August, 2019 by and between

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

hereinafter referred to as the "Town", and

_____,

hereinafter referred to as the "Independent Contractor" or "IC".

Whereas, the Town desires to engage the IC to perform certain services for the Town, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be rendered.* The Town desires that the IC perform, and the IC agrees to perform, the following work: _____

2. *Independent contractor's performance.* All work done by the IC shall be of the highest professional standard and shall be performed to the Town's reasonable satisfaction.

3. *Status.* The IC's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. IC warrants and represents that she has complied with all federal, state and local laws regarding business permits and licenses that may be required for her to perform the work as set forth in this Agreement.

4. *Terms of payment.* Town shall pay the IC the following payments for all work performed hereunder.

or

or

be

te

s

at

th

its

re

for

11. *Town not responsible for Workers' Compensation.* Because IC is engaged in its own independent contracting business and is not an employee of the Town, Town will not obtain Workers' Compensation insurance for the IC or her employees. The IC agrees to obtain Workers' Compensation coverage for herself and her employees and to furnish a copy of such certificate of Workers' Compensation insurance to the Town.

IC may be excused from obtaining Workers' Compensation coverage for herself if she establishes, warrants and represents to the Town's satisfaction that she is not required to obtain Workers' Compensation insurance coverage under the New York State Workers' Compensation Law, as amended. Thus, if the IC can demonstrate to the Town's satisfaction that she is a sole proprietorship and is not incorporated, and if she is further able to show that she is exempt from the coverage requirements of the New York State Workers' Compensation Law, as amended, then she will not be required to produce a certificate of Workers' Compensation insurance. Under no circumstances will the Town obtain Workers' Compensation insurance coverage for the IC in the event that she is excused from obtaining Workers' Compensation insurance coverage for herself.

12. *Term.* This Agreement's term shall begin on the date hereof and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving sixty (60) days' written notice to the other. Notwithstanding a termination, the IC's obligations to provide follow-up services shall remain in effect until such services are completed.

13. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

14. *No authority to bind Town.* IC has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties.

15. *Assignment.* This Agreement may not be assigned by the IC without the Town's prior written permission.

16. *Waiver.* The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.

17. *Modification.* No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Town and the IC.

18. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Town and the IC.

19. *Applicable law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State without regard to conflicts of law principles.

20. *Headings.* The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

21. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated: _____, 2019

TOWN OF AURORA

By: _____

James J. Bach
Supervisor, Town of Aurora


Dated: _____, 2019

By: _____

Independent Contractor

MEMORANDUM

TO: TOWN OF AURORA
Attn: James Bach, Supervisor and Martha L. Librock, Town Clerk

FROM: RONALD P. BENNETT, Town Attorney 

DATE: August 15, 2019

RE: Agreement for Services

Attached are two Agreements, one for male and the other for female. I found it easier to designate rather than each time saying "he/she."

Paragraph 10 Insurance Indemnification has been amended to provide the following last sentence:

"The Town may waive or modify the requirements for the insurance but shall not waive the provision for indemnification."

This provision allows the Town to address the situation in which there may be one individual who is subcontracted to provide services. Martha, at the meeting on Monday you referenced some type of insurance for individuals who receive a 1099. Hopefully the amendment would allow for consideration of such insurance.

If you would prefer one Agreement stating "he/she", I can do that for simplification.

Please advise if you have any questions.

WS8

5A

**Amendment to 2019 284 Agreement
AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY MONEYS
(DA Fund)**

AGREEMENT between the Town Superintendent of the Town of Aurora, Erie County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$ 0 shall be set aside to be expended for primary work and general repairs upon _____ miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

(a) On the road commencing at Girard Ave and leading to Ridge Ave, a distance of less than .10 miles, there shall be expended not over the sum of \$215,520.99.

Type culvert repair Width of traveled surface 20 feet
Thickness 8 inches Subbase 2 feet

For: Demolition, removal and reconstruction of North Grove Street Bridge in the Village of East Aurora.

(b) On the road commencing at _____ and leading to _____, a distance of _____ miles, there shall be expended not over the sum of \$ _____.

Type _____ Width of traveled surface _____
Thickness _____ Subbase _____

Executed in duplicate this _____ day of _____, 20____

Supervisor

Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Town Superintendent

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

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



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

WS-9
TOWN CLERK

M:

townclerk@

GE

To: Supervisor Bach and Town Board

From: Roger Pigeon, Assessor

Date: August 21, 2019

Re: Office copier

On August 21st the 11-year old BizHub copier in our office was declared unrepairable. The motherboard and memory board both need to be replaced and due to the age of the copier, both units are not available.

We would like to purchase a new Konica Minolta BizHub 287 from the NYS Contract PM68149 through Lineage, 150 Lawrence Bell Dr., Williamsville, NY. The price is \$3445.31 and will be paid from A1680.401 CDP. Funds will be transferred from A1355.413 Assessor – appraisals, which has a balance of \$10,000, to cover the cost.

The annual maintenance contract for this machine is \$264.00.

Please consider this purchase at your August 26, 2019 Town Board meeting.

(The copier will take 3-4 weeks to be delivered, but they can give us a loaner during that time.)

TOWN OF AURORA
LOCAL LAW INTRO 2 - 2019
LOCAL LAW __ - 2019

A LOCAL LAW, TO AMEND LOCAL LAW 1-1990 KNOWN AS “THE CODES OF THE TOWN OF AURORA”, ADOPTED BY THE TOWN BOARD OF THE TOWN OF AURORA ON JANUARY 22, 1990, BY AMENDING THE ZONE MAP.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF AURORA AS FOLLOWS:

SECTION 1. LEGISLATIVE INTENT

This Local Law amends a prior Local Law known as “The Town of Aurora Code” adopted by the Town of Aurora on January 22, 1990, as amended, relating to the administrative, legislative and general legislation of Codes within the Town of Aurora as therein set forth. This Local Law will amend the boundaries of the Zone Map to transfer the described property from its present location in A and RR Zoning Districts to a B2 Zoning District to accommodate the jewelry manufacturing business known as Gemini Finishers-Precious Memories, or its successors.

SECTION 2. SECTION 116-6, ZONE MAP

Section 116-6(A), Zone Map, of the Codes of the Town of Aurora is amended as follows:

The present Zone Map adopted heretofore describing the district boundaries within the Town of Aurora is amended to transfer and place

the following described property from its present classification as A and RR Zoning Districts to a B2 Zoning District:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 13, Township 9, Range 6 of the Holland Land Company's Survey bounded and described as follows:

BEGINNING at a point in the center line of Route No. 16, also known as Olean Road and as Creek Road, said point being 1120.9 feet northerly of the south line of Lot No. 13, as measured along the center line of Route No. 16; running thence westerly forming an interior angle of $65^{\circ} 12' 06''$, along the northerly line of lands conveyed by Lyle A. Giesler and Jean A. Giesler, to Dana G. Holmes and Kathleen A. Cardarelli in Liber 8989 of Deeds at page 72, through an iron pipe a measured distance of 533.95 feet and a recorded distance of 535.1 feet to a point in the easterly line of lands conveyed to the State of New York for the Aurora Expressway, recorded in Liber 7600 of Deeds at page 156; running thence northerly forming an interior angle of $84^{\circ} 34' 53''$ measured and $84^{\circ} 28'$ recorded, along the easterly line of lands of said Aurora Expressway recorded in Liber 7600 of Deeds at page 156, a distance of 304.04 feet to a point; running thence northerly forming an interior angle of $169^{\circ} 32' 26''$ along the easterly line of lands of said Aurora Expressway recorded in Liber 7600 of Deeds at page 156, a distance of 280.86 feet to a point in the southerly line of Sweet Road (abandoned); running thence easterly forming an interior angle of $94^{\circ} 22' 44''$ along the southerly line of Sweet Road (abandoned) a distance of 184.88 feet to a point in the center line of Route No. 16; running thence southeasterly forming an interior angle of $126^{\circ} 09' 51''$, along the centerline of Route No. 16 a distance of 145.45 feet to an angle point in the center line of Route No. 16; running thence southeasterly forming an interior angle of $180^{\circ} 08''$, along the centerline of Route No. 16 a distance of

444.84 feet to the point and place of beginning, containing 4.70 acres, more or less.

EXCEPTING therefrom that part lying within the bounds of the Olean Road as not laid out.

ALSO EXCEPTING AND RESERVING therefrom so much of the above describe premises as described in a deed from Jennie E. Rickettson to County of Erie, dated July 12, 1941, recorded in Erie County Clerk's Office in Liber 3130 of Deeds at page 576 on July 21, 1941, known as parcel No. 21-A.

ALSO EXCEPTING that part appropriated by notices of appropriation recorded in the Erie County Clerk's Office in Liber 7600 of Deeds page 156, known as Map 886, Parcel 955.

SECTION 3. RESTRICTION ON USE

The rezoning of the real property described herein is subject to the following conditions:

1. Rezoning is for the use of the property solely for a 9400gsf building to accommodate a jewelry manufacturing business.
2. Storefront retail business will not be conducted at this location.
3. Prior to the commencement of the development of the property rezoned from A and RR to B2 the property owner shall be required to submit engineered plans and to obtain all required approvals from the Town of Aurora, but not limited to Site Plan approval.
4. Any signage, temporary or permanent, for the property shall be in compliance with all Town of Aurora codes.

5. Any future additions, use or structural, to the site plan must be submitted to the Town Board to determine that the addition is substantially in agreement with the intent of this rezoning.

6. Construction of the project on this property rezoned from A and RR to B2 shall commence within twelve (12) months of obtaining all required approvals and permits from the Town of Aurora, unless an extension of the timeframe for the commencement of construction shall be approved by the Town Board. For purposes of this property rezoned from A and RR to B2 commencement of construction of any structure on the property shall constitute commencement of the project.

7. A Declaration of Restrictive Covenants citing the Restrictions on Use shall be recorded at the Erie County Clerk's Office and shall expressly state that the restrictions contained therein cannot be amended or rescinded without the permission of the Town Board of the Town of Aurora.

SECTION 4. SEVERABILITY

If any portion, subsection, sentence, clause, phrase or portion thereof contained in this Local Law is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION 5. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York Secretary of State.

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



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

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

5B-1

5B-2

5B-3

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: August 20, 2019
Re: AMC Contractor Payments

Please approve the following payments for the Aurora Municipal Center Project. All of the requests have been reviewed and approved by Fontanese Folts Aubrecht Ernst:

- Payment No. 1 to Mollenberg-Betz, Inc. thru 7/31/19 for the Plumbing/Fire Protection contract
- Payment No. 3 to Industrial Power & Lighting thru 7/31/19 for the Electrical contract
- Payment No. 3 to Telco Construction, Inc. thru 7/31/19 for the General/Site Work contract

6F



BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under **the responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- **All budget transfers must be submitted to the Supervisor's Office using this form.**

~~Department Head~~ Name (printed): KATHLEEN MOFFAT
 Signature: Kathleen Moffat Date: 8/21/19

I am requesting the following budget transfer(s):

1. \$ 3445.³¹ From (account number): A 1355.413 Current Balance 10,000
 To (account number): A 1680.401 Current Balance 35,612.04
 Reason: To cover cost of New ^{COPIER} Printer in Assessor's Office
2. \$ _____ From (account number): _____ Current Balance _____
 To (account number): _____ Current Balance _____
 Reason: _____
3. \$ _____ From (account number): _____ Current Balance _____
 To (account number): _____ Current Balance _____
 Reason: _____

Approvals:

Supervisor Signature: _____ Date: _____
 Town Board Approval Meeting Date: _____ Action #: _____

WS-10

Application # _____

	Fee Paid	Refund
Application Fee \$25.	<input checked="" type="checkbox"/>	_____
Permit Fee \$15.	<input checked="" type="checkbox"/>	_____
Security Deposit \$200.	<input checked="" type="checkbox"/>	_____
Per Day Event Fee \$200.	<input checked="" type="checkbox"/>	_____

GG

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: Section 6
2. Individual Responsible for this request: Walt McLaughlin
3. Address: East Aurora Schools- 430 Main St. East Aurora, NY
4. Telephone number: 829-9282
5. Fax: _____
6. Email Address: Wmclaughlin@eak12.org
7. Date(s) of event Event 11/8/19 - Set up 11/7/19
8. Hours of use including set up/take down: Start 7:00 am/pm End 6:00 am/pm
9. Description of the event or use: Section 6 Cross Country Championships
5K Races: A, B, C, D Classifications for Boys and Girls
10. Specific area(s) requested, map attached
Soccer Polo Field Equestrian Park Other:
Wooded trails on North side of Knox Road.
11. Specific equipment to be brought in to park:
Porta johns, awards tent, concession tent, 10x10 team tents
12. Need: Water _____ Electric
13. Estimated attendance: 1200 including spectators
14. Will food or drinks be served? If yes, describe: concessions stand
15. Will there be sound amplification or music or a band(s)? If yes, describe:
Pa system to make announcements.
16. Other services requested (describe):
Close Knox Road between Gypsy Lane and Gray Street for safety and bus parking.

Action by Town Board:

The Town Board, upon review of the application request # _____ submitted by _____ (organization or individual) took the following action, with or without conditions (as applicable) and noted below:

Approved: _____ Date: _____
Supervisor Signature

Denied: _____ Date: _____
Supervisor Signature

Conditions:

_____ Police Department approval

_____ Highway approval

_____ Building Department approval

_____ Requesting organization shall attach a completed **Certificate of Insurance** with Minimum Limits to include public liability coverage with limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. Policy shall be endorsed to include the Town of Aurora as an additional named insured.

_____ Requesting organization shall submit an **Indemnification Agreement** signed by authorized applicant or officer of company and duly notarized.

_____ Other

SUPERVISOR
JAMES J. BACH
(716) 652-7590
supervisor@townofaurora.com



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

TOWN OF AURORA
300 Gleed Ave., East Aurora, NY 14052
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.

Walter J. Myers
Authorized Applicant or Officer

State of New York)
County of Erie)

Subscribed and sworn to before me this 1st day of August, 2019

Sheryla A. Miller
Notary Public

SHERYLA A. MILLER
Reg. #01MI6128663
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 13, 2021

Qualified in Erie County, New York
My commission expires: June 13, 2021

KNOX FARM STATE PARK

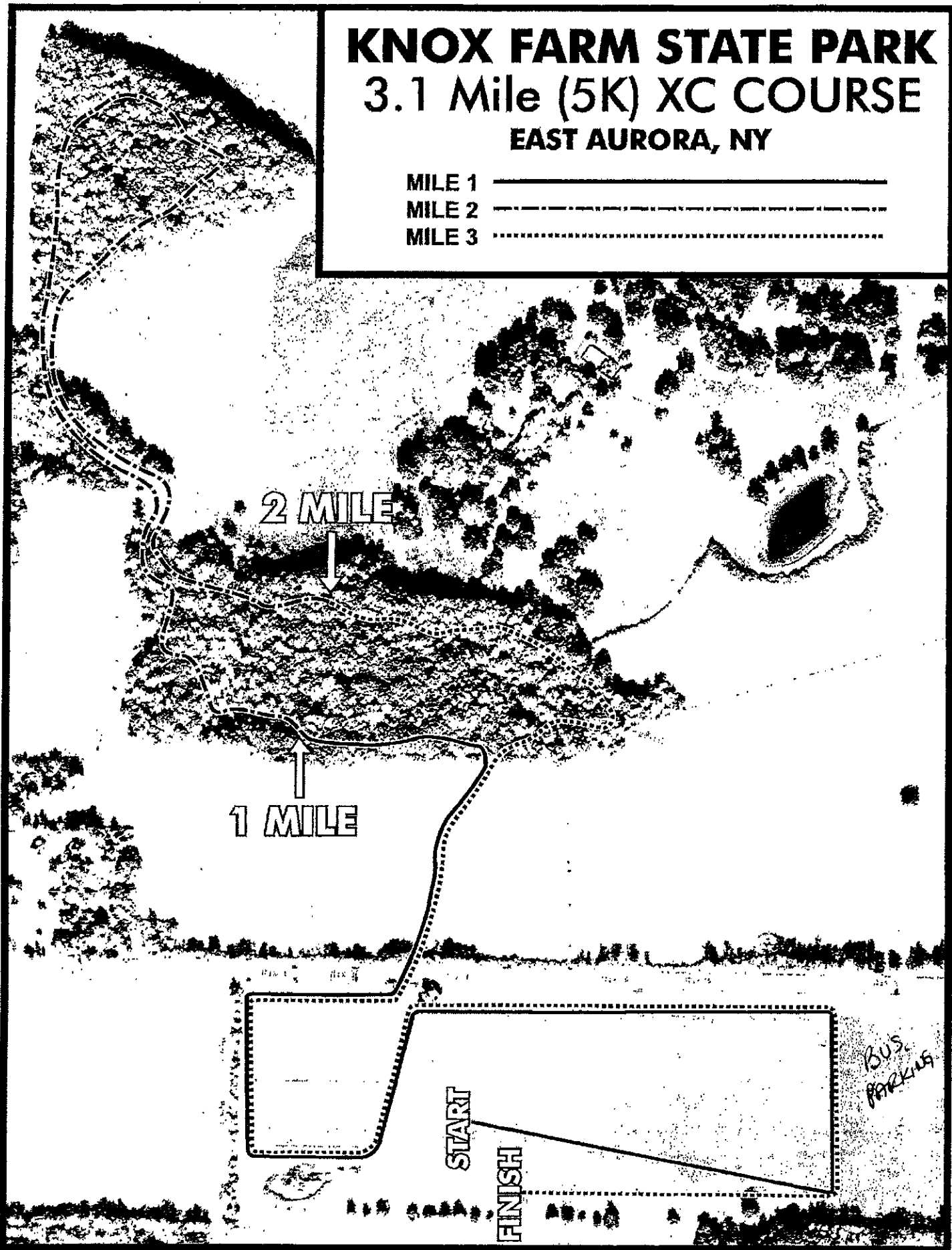
3.1 Mile (5K) XC COURSE

EAST AURORA, NY

MILE 1 _____

MILE 2 - - - - -

MILE 3 ······



2 MILE

1 MILE

START

FINISH

BUS
PARKING

PUBLIC NOTICE

GH

30-DAY PERIOD FOR INCLUSION OF PREDOMINANTLY VIABLE AGRICULTURAL LANDS INTO EXISTING AGRICULTURAL DISTRICTS

Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district.

Copies of the application form have been provided to Municipal Clerks, Assessors, and Chief Elected Officials for distribution to interested landowners. The application is also available on the DEP website at www.erie.gov/environment.

The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning.

A public hearing will also be scheduled at a later date to consider all inclusion requests and the recommendations of the Erie County Agricultural and Farmland Protection Board.

CONTACT:

Elias Reden, Planner
Erie County Environment & Planning
95 Franklin Street, 10th Floor
Buffalo, NY 14202
Phone: (716) 858-1911
Fax: (716) 858-7248
Email: agriculture@erie.gov

MEMO

**COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING**

TO: Municipal Clerks
Chief Elected Officials c/o Municipal Clerks
Municipal Assessors c/o Municipal Clerks

FROM: Elias Reden, Planner

DATE: August 20, 2019

SUBJECT: AGRICULTURAL DISTRICT ANNUAL ENROLLMENT PERIOD

In 2014, the Erie County Legislature designated September 1 through September 30 each year as the annual thirty-day period during which a landowner may request the inclusion of predominantly viable agricultural land into a certified agricultural district in accordance with Section 303-b of New York State Agricultural and Markets Law.

Landowners interested in agricultural assessment may also be interested in enrolling in an agricultural district at this time. We encourage you to provide this information to anyone expressing interest in this or other agricultural programs.

In order to make this information available to landowners in your municipality, we request your assistance with the following items:

- *Municipal Clerks* – Please post the enclosed public notice in a prominent location within the Town or Village Hall, and if possible, post on your municipality's web site.
- *Supervisors and Mayors* – Please read the enclosed public notice into the meeting minutes for any Town or Village Board meetings held between now and September 30 as part of the Board's record.
- Please provide a copy of the enclosed worksheet to anyone who requests it.

A copy of this form can also be found on our website at www.erie.gov/environment. Should any questions arise, please contact me by phone at (716) 858-1911 or by email at agriculture@erie.gov.

Thank you for your anticipated cooperation and attention to this matter.

AGRICULTURAL DISTRICT OPEN ENROLLMENT FORM

This form is to be completed by agricultural landowners who wish to request inclusion in an existing agricultural district. The information obtained from this form will be used by the County and State to determine the significance and viability of agriculture.
(NYS Agriculture and Markets Law 25AA, §303-b)

REQUESTS WILL BE ACCEPTED FROM SEPTEMBER 1 TO SEPTEMBER 30.

**APPLICANTS MUST FILL OUT ALL APPLICABLE SECTIONS.
UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.**

PART I: LANDOWNER INFORMATION	
OWNER NAME:	PHONE: ()
ADDRESS:	ALT. PHONE: ()
CITY, ST, ZIP:	EMAIL:
RENTER CONTACT INFORMATION (IF APPLICABLE)	
RENTER NAME:	PHONE: ()
MAILING ADDRESS:	ALT. PHONE: ()
CITY, ST, ZIP:	EMAIL:

PART II: PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the SBL (tax identification) numbers and the Town in which they are located for all parcels that you wish to be included in the Agricultural District Program. If you are unsure of your SBL numbers or whether or not a parcel is currently receiving an Agricultural Assessment, please check with your local assessor.

FARM DESCRIPTION

Total number of acres owned	
Total number of acres farmed/cropped	
Total number of acres rented (from another landowner as part of the subject farm)	
Did you file a Schedule F - Form 1040 (Profit or Loss From Farming) with last year's Federal taxes?	Y / N
Annual gross income from agricultural operation	

Capital investment in agricultural operation over past 5 years: *(please check one)*
 N/A (e.g. a proposed operation/start-up)
 Below \$10,000
 \$10,000 - \$50,000
 Greater than \$50,000

SBL Number (Tax ID)	Street Address	Town	Size (acres)	Agricultural Assessment (Y/N)
<i>100.01-1-1.01</i>	<i>1 Sample Street</i>	<i>Anytown</i>	<i>10.2</i>	<i>No</i>

PART III:**AGRICULTURAL BUSINESS DESCRIPTION**

Describe the business that is operated or will be operated on the parcel(s) proposed to be added to the Agricultural District.

Identify the operating status of the farm operation on the subject land

- Proposed/Start-up (If yes, please attach a "5-year business plan" and a "5-year financial projections plan")
- Existing/Established

CURRENT USE OF SUBJECT PARCEL(S) *Check all that apply*

AGRICULTURAL USE	ACRES (estimated)
<input type="checkbox"/> Dairy	
<input type="checkbox"/> Cash Crop (Grain)	
<input type="checkbox"/> Cash Crop (Vegetable)	
<input type="checkbox"/> Orchard/Vineyard	
<input type="checkbox"/> Livestock (other than dairy)	
<input type="checkbox"/> Poultry	
<input type="checkbox"/> Sugarbush/Maple	
<input type="checkbox"/> Horticultural Specialties/Christmas Tree	
<input type="checkbox"/> Aquaculture	
<input type="checkbox"/> Other	

PART IV:**SIGNATURE**

I attest that I am the legal owner of the above properties and that the above information is correct to the best of my knowledge and hereby officially request that my property, which is **predominantly viable agricultural land**, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District in which my land is placed. I understand that this is not an application for an agricultural tax assessment. I also acknowledge that this request is subject to a public hearing; review by the Erie County Agriculture and Farmland Protection Board; action by the Erie County Legislature; and certification by the NYS Department of Agriculture and Markets.

Property Owner _____ Date _____

PLEASE SEND COMPLETED REQUEST FORM TO:

Elias Reden, Planner
 Erie County Department of Environment & Planning
 95 Franklin Street, 10th Floor, Buffalo, NY 14202

OR

agriculture@erie.gov

Questions? Contact Planner Elias Reden at (716)858-1911 or elias.reden@erie.gov

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



6I

MARSHA E. LIBROCK
(716) 652-3280
townclerk@townofaurora.com

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

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: August 21, 2019
Re: Pitney Bowes mail machine/meter lease

The lease on the current Pitney Bowes mailing system expires October 2019. The new five-year lease is \$831.90 per quarter (\$49 more per quarter than the current lease). Please authorize the Supervisor to sign the new lease agreement for a new mailing system.

7A

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: JULY 2019

ADMINISTRATIVE:

Reports:

- We have 12,993 members registered in our recreation system
- We had 480 individual program registrations in the month of July
- We generated \$17,255 in July sales
- Credit card purchases totaled 47% (78% on-line, 22% office)
 - 2018 to 2019 comparison:
 - Total sales from 1/1/18 – 6/30/18 \$147,776
 - Total sales from 1/1/19 – 6/30/19 \$149,709

After a long rainy spring, summer has finally hit its stride with great, warm weather. The community pool has seen numerous patrons and our July 3rd Celebration went great. However, there was a noticeable gap in the parade due to one of the cars blowing a radiator!

The Reunion Weekend Chalk walk went great! We had plenty of little artists out drawing on the brick which saw plenty of traffic.

EAST sent 11 swimmers to Niagara Championships this past season. We also had a booth at the sidewalk sale to generate interest in registration.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics

TOWN OF AURORA DOG CONTROL REPORT

Jul-19

7B

PHONE CALLS RECEIVED	TOWN OF AURORA			TOTAL CALLS
		EAPD		
Attack/Fighting	2/			
Barking				
Bites		1		
Cats		2		
Damage by Dogs				
Dangerous Dogs				
Deceased Dogs				
Found Dogs		5		
Injured/Sick				
Licensing				
Loose/Unleashed Dogs		11		
Lost Dogs		7		
Miscellaneous Calls		1		
Mutual Aid				
MVC-Dogs/Cats				
Other Animals		3		
Threatening Dogs		1		
Welfare		1		
TOTAL		34		34

IMPOUNDMENTS:

DATE	BREED	STREET	AMOUNT
7/1/2019	Mix	Girard/ Green St.	\$45
7/29/2019	Pitbull	Emery Rd.	\$45
7/29/2019	Yorkshire Terrier	Oakwood Ave.	\$65
7/30/2019	Wheaton Terrier	Mill Rd.	\$0 Transferred
		Total	\$155

Court:

People vs Grunditsch-1ct Unlicensed Dog Adj'd to 8/14/2019
 People vs DeCarlo-3 cts Unlicensed Dogs court-8/28/2019
 People vs Vance-1ct Unlicensed Dog-\$100.00 fine imposed 7/24/2019

All Calls & Complaints

7C

Summary Report by Date: 07-01-2019 through 07-31-2019, for Category: BUILDING DEPARTM

Caller Name/Address	Date/Phone	Notes	Closed
Building Department Work Requi			
Sheryl Town Clerk's Office	07-10-19	take 4 boxes and 1 bag to Senior Center Jason-15 minutes	07-11-19
Donna Senior Center	07-11-19	1-check water fountain, spout splashes water over the edge 2-replace broken vent pipe cap outside near the bench 3-please send someone to weed, see Maria for instructions. Nick-3.5 hrs	07-15-19
Sheryl Town Clerk's Office	07-11-19	dispose of broken recycle bins Jason-10 minutes	07-11-19
Donna Senior Center	07-16-19	Dispose of old wheelchair in office. Nick-45 minutes	07-18-19
Maria Senior Center	07-16-19	No hot water coming from kitchen faucets and dish washer will not start. Nick-fixed hotwater heater, per Maria disregard rest of workorder	07-16-19
Paula Town Library	07-19-19	repair employee bathrom exhaust fan. It isn't working. Nick 7/24- motor seems to be broken. Mike B to take a look at. 8/7 Mike-fixed, but may need to replace if it happens again.	08-07-19
Jim B New Town Hall	07-22-19	Deliver top soil behind parking lot Kyle-45 minutes	07-23-19
Kathy B Town Library	07-23-19	repair concrete seams on wheelchair ramp. Concrete is crumbling and is a danger for usage. Nick-4 hours	07-24-19
JP Nicely Park Men's Bathroom	07-24-19	Toilet is loose... not seat in men's bathroom.	
East Aurora Library	07-29-19	Level out/ plant grass- back parking lot.	08-30-19
Sheryl West Falls Park	07-29-19	Heat needs to be turned off in women's bathroom, need key. (attached to work order). Mike B-breaker was shut off in March. Someone turned on along with hot water.	08-07-19
Donna Senior Center	07-29-19	Please repair exit from Senior Center Parking Lot. Dave, Mike, Trey, Jacey	07-30-19

Caller Name/Address	Date/Phone	Notes	Closed
Paula Town Library	07-31-19	Install new AED box to the south wall, inside building entrance. Mick-2 hrs	08-01-19
Paula Town Library	07-31-19	Plumbers repaired and cleared clogged dran, advised us that yellow drain cover (outside employee entrance) should be repaired. Mike B and Nick-Dug up and replaced brass cap and collar.	08-07-19
Total count: Building Department Work Requi			14

All Calls & Complaints

Summary Report by Date: 07-01-2019 through 07-31-2019, for Category: PARKS - PARKS

Caller Name/Address	Date/Phone	Notes	Closed
Parks			
Daniel Community Pool	07-08-19	Please bring gas for the lawn mower and a weed wacker. If the weed wacker needs gas, bring extra for that too. Nick-1 hour	07-08-19
Elaine Hamlin Park	07-08-19	Pick up July 3rd items from Hamlin and return to warehouse on Glead. Nick	07-08-19
Chris Pool	07-11-19	nail panel on girl's changing area of pool Miek and Nick-screwed panel back. Nails pulled through. - 30 minutes	07-11-19
Dawn Backyard bash	07-11-19	bring two road closed signs and 3 traffic cones for Backyard Bash behind Vidler's. Jim and Paul	07-11-19
Daniel Town Pool	07-12-19	Please bring paper towels for bathrooms. sectioned ones Jason-15 minutes	07-15-19
Dan Community Pool	07-17-19	deliver toilet paper to pool. Sheryl-30 minutes	07-19-19
Sheryl H.- Per Elaine Hamlin Park- Volleyball Court	07-18-19	Two large ruts on the south side of volleyball court... needs to be filled and seeded. (From tractor getting stuck) Kyle	07-22-19
Dawn/Elaine Community Pool Park	07-19-19	Move Aktion club baseball equipment from rec dept office to snack shack at pool. Jason-30 minutes	07-22-19
Elaine Hamlin Park Rec Building	07-23-19	Replace 2 4' light bulbs in light fixture. Nick-1 hr	08-01-19
Daniel Community Pool	07-29-19	refill soap in bathrooms. Ken-.5 hours	07-30-19
Total count: Parks			10

All Calls & Complaints

Summary Report by Date: 07-01-2019 through 07-31-2019, for Category: PARKS - PARKS

Caller Name/Address	Date/Phone	Notes	Closed
Parks			
Daniel Community Pool	07-08-19	Please bring gas for the lawn mower and a weed wacker. If the weed wacker needs gas, bring extra for that too. Nick-1 hour	07-08-19
Elaine Hamlin Park	07-08-19	Pick up July 3rd items from Hamlin and return to warehouse on Glead. Nick	07-08-19
Chris Pool	07-11-19	nail panel on girl's changing area of pool Miek and Nick-screwed panel back. Nails pulled through. - 30 minutes	07-11-19
Dawn Backyard bash	07-11-19	bring two road closed signs and 3 traffic cones for Backyard Bash behind Vidler's. Jim and Paul	07-11-19
Daniel Town Pool	07-12-19	Please bring paper towels for bathrooms. sectioned ones Jason-15 minutes	07-15-19
Dan Community Pool	07-17-19	deliver toilet paper to pool. Sheryl-30 minutes	07-19-19
Sheryl H.- Per Elaine Hamlin Park- Volleyball Court	07-18-19	Two large ruts on the south side of volleyball court... needs to be filled and seeded. (From tractor getting stuck) Kyle	07-22-19
Dawn/Elaine Community Pool Park	07-19-19	Move Aktion club baseball equipment from rec dept office to snack shack at pool. Jason-30 minutes	07-22-19
Elaine Hamlin Park Rec Building	07-23-19	Replace 2 4' light bulbs in light fixture. Nick-1 hr	08-01-19
Daniel Community Pool	07-29-19	refill soap in bathrooms. Ken-.5 hours	07-30-19
Total count: Parks			10

All Calls & Complaints

Summary Report by Date: 07-01-2019 through 07-31-2019, for Category: BUILDING DEPARTMENT WORK REQUI -

Caller Name/Address	Date/Phone	Notes	Closed
Building Department Work Requi			
Sheryl Town Clerk's Office	07-10-19	take 4 boxes and 1 bag to Senlor Center Jason-15 minutes	07-11-19
Donna Senior Center	07-11-19	1-check water fountain, spout splashes water over the edge 2-replace broken vent pipe cap outside near the bench 3-please send someone to weed, see Maria for Instructions. Nick-3.5 hrs	07-15-19
Sheryl Town Clerk's Office	07-11-19	dispose of broken recycle blns Jason-10 minutes	07-11-19
Donna Senior Center	07-16-19	Dispose of old wheelchair in office. Nick-45 minutes	07-18-19
Maria Senior Center	07-16-19	No hot water coming from kitchen faucets and dish washer will not start. Nick-fixed hotwater heater, per Maria disregard rest of workorder	07-16-19
Paula Town Library	07-19-19	repair employee bathrrrom exhaust fan. It Isn't working. Nick 7/24- motor seems to be broken. Mike B to take a look at. 8/7 Mike-fixed, but may need to replace if it happens again.	08-07-19
Jim B New Town Hall	07-22-19	Deliver top soil behind parking lot Kyle-45 minutes	07-23-19
Kathy B Town Library	07-23-19	repair concrete seams on wheelchair ramp. Concrete is crumbling and is a danger for usage. Nick-4 hours	07-24-19
JP Nicely Park Men's Bathroom	07-24-19	Toilet is loose... not seat in men's bathroom.	
East Aurora Library	07-29-19	Level out/ plant grass- back parking lot.	08-30-19
Sheryl West Falls Park	07-29-19	Heat needs to be turned off in women's bathroom, need key. (attached to work order). Mike B-breaker was shut off in March. Someone turned on along with hot water.	08-07-19
Donna Senior Center	07-29-19	Please repair exit from Senlor Center Parking Lot. Dave, Mike, Trey, Jacey	07-30-19

Caller Name/Address	Date/Phone	Notes	Closed
Paula Town Library	07-31-19	Install new AED box to the south wall, Inside building entrance. Mick-2 hrs	08-01-19
Paula Town Library	07-31-19	Plumbers repaired and cleared clogged dran, advised us that yellow drain cover (outside employee entrance) should be repaired. Mike B and Nick-Dug up and replaced brass cap and collar.	08-07-19
Total count: Building Department Work Requi			14



7D

**East Aurora / Town of Aurora
Police Department
Interdepartmental Correspondence**

To: Mayor Mercurio & Village Board; Supervisor Bach & Town Board

From: Shane Krieger, Chief of Police

Date: 08212019

Re: Monthly Report – July 2019

General Information

- **Hiring:** Three prospective police candidates were interviewed, with one standing out above the rest. A tentative offer was given to Patrick Bastine, with a final decision for request to hire from the Village Board to come after a psychological exam and background investigation in August.
- The bid to purchase 2 police vehicles were opened with 2 dealerships bidding. Village Board to vote to accept one of the bids in August.

Training:

- Three officers qualified at the shooting range in July



**East Aurora / Town of Aurora
Police Department
Interdepartmental Correspondence**

Statistics

Activity	Village	Out Side of Village	Total (YTD)
Police calls	1003(6,115)	454(3,676)	1,457(9,891)
Fire/EMS calls			454(2,808)
Response Time	1.8 minutes	1.9 minutes	
Property Damage Acc	14	12	26(192)
Injury Accidents	2/0 Fatal	0/0 Fatal	2 (31)0(Fatal)
Leaving Scene Acc	3	1	4 (30)
Arrests-Individuals	14	8	22(104)
Crimes-Persons	7	2	9(57)
Crimes-Drugs	1	1	2(7)
Crimes-Property	11	8	19(112)
Burglary/Trespass	0	0	0(7)
S&R-Lic/Reg	7	6	13(43)
DWI	1	1	2(28)
Warrant Arrests	1	0	1(4)
Traffic Tickets	80(394)	69(414)	149 (808)
Parking Tickets			5 (135)
Domestics	4(18)	4 (14)	8(32)
9.41 Mental Health Charge	1 (9)	1 (7)	2 (16)



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Arrests / Investigations

- Besides the arrests and reported crimes in the above chart, Officers also investigated the following:
 - An East Aurora woman was arrested for DWI and Vehicular Assault 2nd after her vehicle left the road, struck a parked vehicle and then struck a 9 year old female on the sidewalk.
 - At around 1:20 pm one day a 2 year old child was found alone in the road in the village. Both parents were reported in bed sleeping. Child Protective Services is investigating the occurrence.
 - A complaint of youths smoking marihuana in Hamlin Park led to the arrest of a 19 yo East Aurora man who possessed 2 ounces of marihuana and as well as possessing alcohol at 4:30 pm.
 - Patrols dealt with several typical summer complaints of criminal mischief, larcenies and other youth related issues during the month.