

WS-1; 2; and 4

The 2014 Preliminary Budget can be viewed  
on the Town's website  
[www.townofaurora.com](http://www.townofaurora.com)

**TOWN OF AURORA  
DWELLING GROUP APPLICATION**

WS-5

To Be Completed By Applicant

PETITIONER: Name: Capozzi Homes  
Address: 9566 Cobblestone Dr.  
Clarence NY 14031  
City State Zip

Phone: 716-866-4217 Fax: 716-759-7114 E-Mail: Capozzihomes1@mac.com

PROPERTY OWNER (if different from petitioner):

Name: BRAUN ENTERPRISES OF WNY (Paul Nesper Atty)  
Address: 1 Town Center, Suite 300 Amherst, NY Ph. No. 688-3800

PROJECT ADDRESS: 16 Woodcrest Drive  
No. Street

NUMBER OF DWELLINGS PROPOSED: 2 ACREAGE: 7.87

SBL No. 186.05-2-4 ZONING DISTRICT: A

Signature of Applicant: Jay Capozzi

State of New York ) SS:  
County of Erie )

On the 15 day of October, in the year 2013, before me, the undersigned, a notary public in and for said state, personally appeared Jay Capozzi, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carrie Williams  
Notary Public

CARRIE M. WILLIAMS  
Lic. #01W16139872  
Notary Public-State of New York  
Qualified in ERIE COUNTY  
My Commission Expires 1/17/14

**OFFICE USE ONLY:**  
Materials Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date and Town Board Action No. \_\_\_\_\_



NESPER, FERBER & DIGIACOMO, LLP  
ATTORNEYS AT LAW

GABRIEL J. FERBER\*  
RICHARD F. DIGIACOMO  
PAUL T. NESPER\*\*  
WILLIAM P. JOHNSON  
GRETCHEN M. NICHOLS

JULIA C. MOMBREA

\*Also Member Florida Bar  
\*\*Also Member PA and NH Bar

Paul T. Nesper, Esq. E-Mail Address: [pnesper@nfdlaw.com](mailto:pnesper@nfdlaw.com)  
Assistant: Sally A. Rauh [srauh@nfdlaw.com](mailto:srauh@nfdlaw.com)

ONE TOWNE CENTRE, SUITE 300  
501 JOHN JAMES AUDUBON PKWY  
AMHERST, NEW YORK 14228  
(716) 688-3800  
FAX (716) 688-3891  
[www.nfdlaw.com](http://www.nfdlaw.com)

JAMES M. NESPER, Retired  
JOHN W. DORN, of Counsel

MARYJANE KELM, Real Estate Legal Assistant  
DEBORAH TRZASKA, Estates Legal Assistant

October 16, 2013

VIA E-MAIL

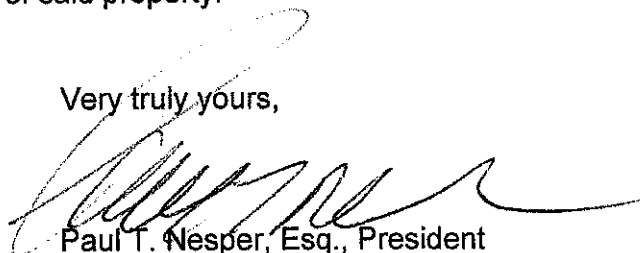
Town Clerk  
Town of Aurora  
300 Gleed Avenue  
East Aurora, New York 14052

RE: 16 Woodcrest Drive  
Town of Aurora, New York

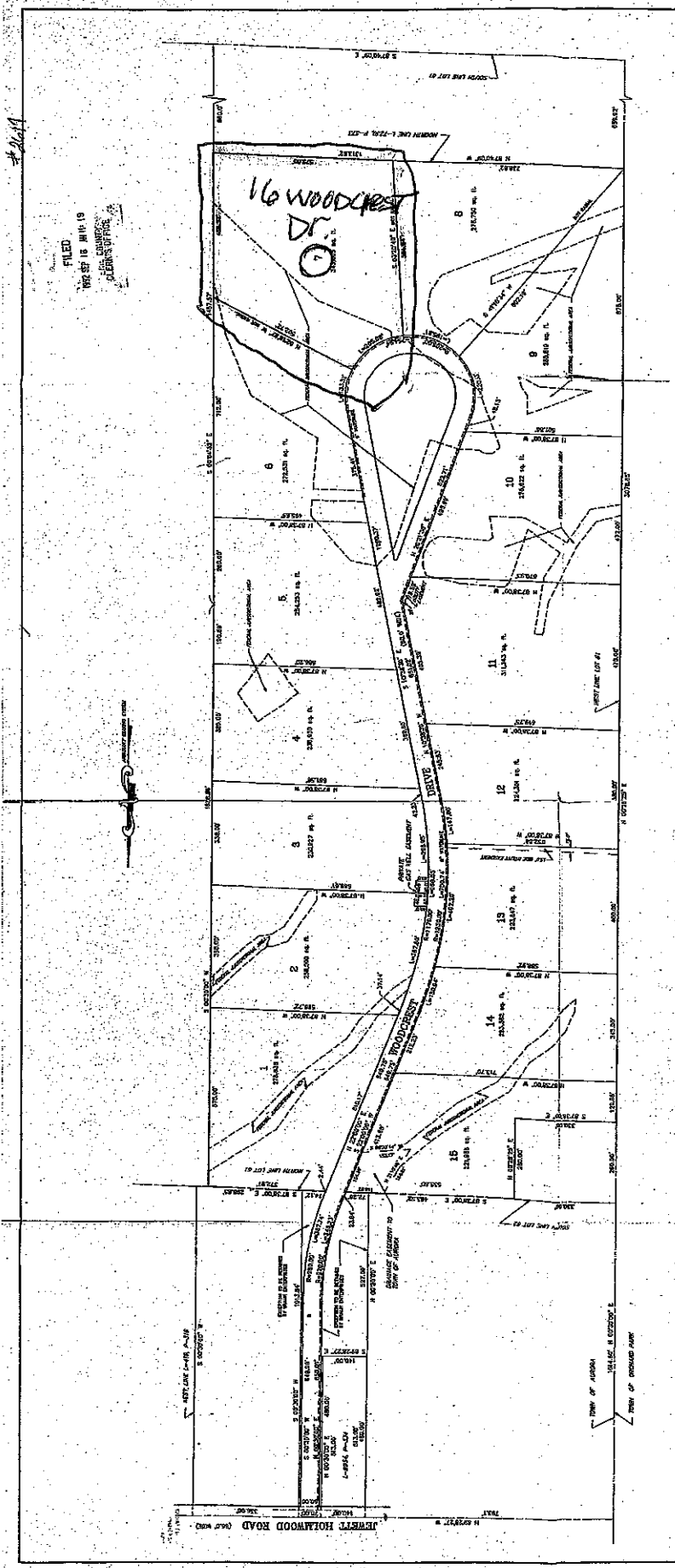
Dear Sir/Madam:

With regard to the above captioned property, this will confirm that Jay Capozzi is authorized to appear before the Town Board of the Town of Aurora on behalf of Braun Enterprises of WNY, Inc., the owner of said property.

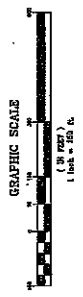
Very truly yours,



Paul T. Nesper, Esq., President  
Braun Enterprises of WNY, Inc.



MAP OF  
**Woodcrest Farms**  
 TOWN OF AURORA, ERIE COUNTY, NEW YORK  
 BEING PART OF LOTS 61 & 62, TOWNSHIP 9, RANGE 6, HOLLAND LAND SURVEY



**PRATT & HUTH ASSOCIATES**  
 ENGINEERS - SURVEYING - PLANNING  
 1100 STATE ST. SUITE 200  
 ALBANY, N.Y. 12242  
 518-865-1100  
 FAX 518-865-1101  
 DATE: APRIL 7, 2002  
 JOB NO: 87180

FILED  
 MAY 15 AM 11:19  
 COUNTY CLERK'S OFFICE  
 ALBANY, N.Y.

HEALTH DEPT. FOR SWIMMING POOL NOT  
 NECESSARY - ALL LOTS OVER 1 ACRE  
 ALL LOTS TO HAVE TRENCH SEPTIC SYSTEMS  
 9/10/92  
 DEPUTY COUNTY CLERK - LEON J.

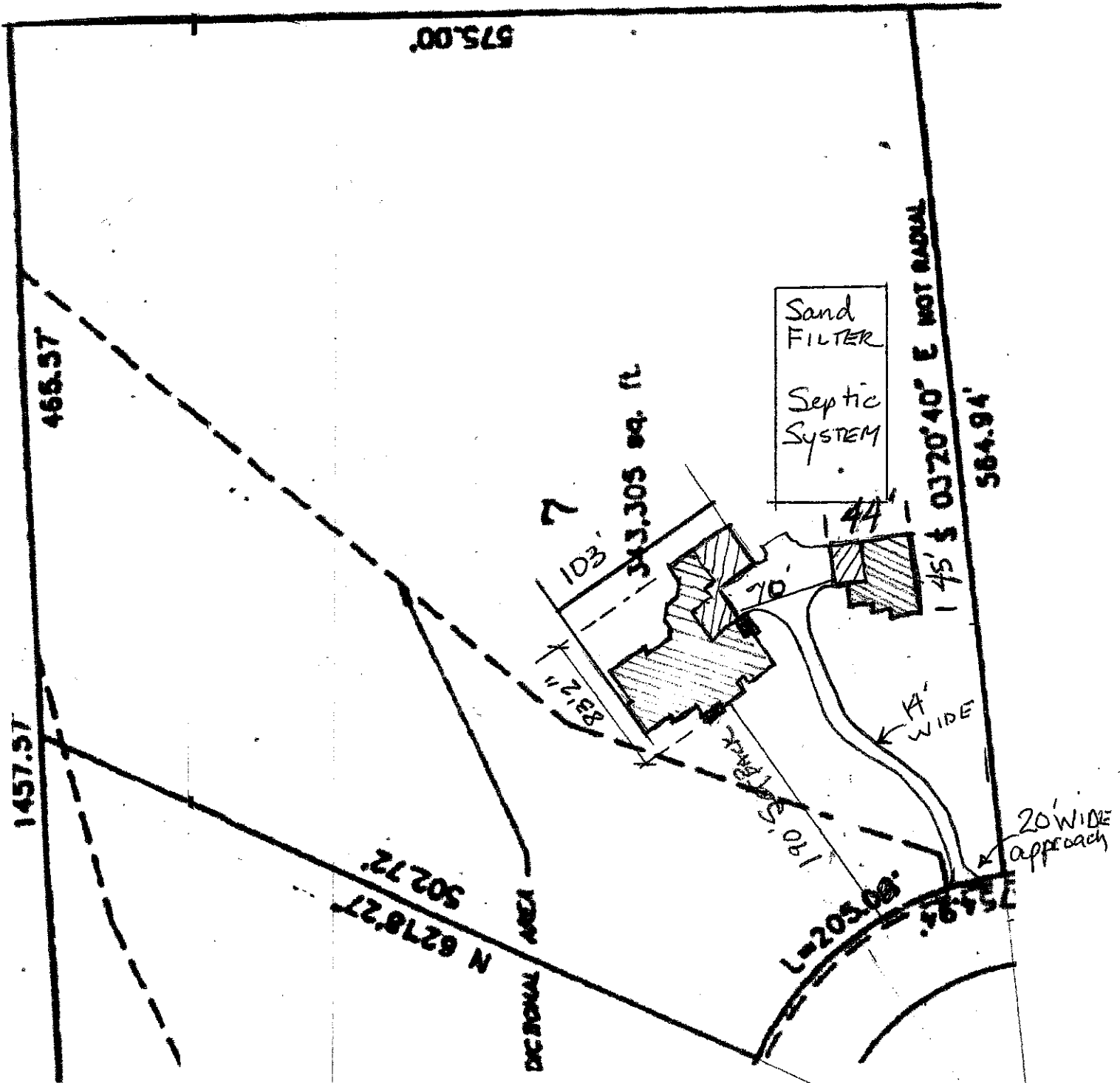
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DATE IN THE DEPT. COUNTY CLERK'S OFFICE  
**9-16-92**

Commissioner of Erie County  
 Albany, N.Y.  
 9/16/92  
 DEPUTY COUNTY CLERK - LEON J.

461-12-37

1" = 90±



SURVEY

16 WoodCrest Drive 7.87 acres  
Sub-Lot # 7

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



townc

WS-7

RK  
JK  
30  
IM

## TOWN OF AURORA

300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

October 17, 2013

To: Town Board  
From: Jolene Jaffe  
Re: Library Construction Grant  
Cc: Rob Alessi

As you know, after the library roof completion, there is about \$34,700 left (50% town match and 50% grant) for use. It is strongly suggested that the grant monies not be returned so an extension was given to enable us to use the balance of the grant money before June of 2014. Rob Alessi has prepared this summary of building needs that have been completed and the list of additional work that has been approved by the state.

I suggest that we tackle part of the additional work this year to include the Exterior Lighting and the Fire Safety System/Panic Alarm. Rob is in the process of obtaining 3 quotes for each but has at least one number to use. At this time, due to several larger furnace needs that have been addressed this year, there is currently about \$5200 in the A1620.422 Building R & M account. In order to complete two of the four items approved for grant use in 2013, I recommend that we transfer \$12,000 from the contingent account into the A1620.422 Building R & M account and move forward with the following:

1. Exterior lighting – up to \$4,945
2. Fire Safety System/Panic Alarm – up to 7,875

While we will transfer the entire amount to the Building line, please note that we will be reimbursed promptly by the Library for the grant's 50% so only about \$6400 will be spent by the Town.

This will leave the masonry work and a portion of the window replacements for 2014.

Once Rob receives the remaining required quotes, the Town Board will approve the work as usual.

Please feel free to see Rob if you have any questions. Thank you.

\$ 216,400.00 State grant+50% Town matching funds

**Original Work Approved For Grant**

\$ 168,697.00 Grove (Upper, Lower and Porch Roof)

\$ 3,670.00 Hamburg Overhead Door

\$ 4,100.00 Porch work by Creative Concrete

**\$ 176,467.00**

\$ 39,933.00 Total left to spend with grant funds and Town match (before additional work was approved by NYS)

**Additional Work Done Already**

\$ 4,680.00 Replacement of 2 Furnaces (TriR)

\$ 525.30 Heater Purchase/Install (Town-M.Bove)

**\$ 34,727.70** Total left to spend on state approved work with grant funds (figure includes grant funding+Town match)

**Additional Work Approved By State (estimated costs)**

\$ 5,034.00 Exterior Lighting (This is Warning's April 2013 Price, they are reviewing price) (Huber = \$4,945 ; Simoncelli = awaiting quote)

\$ 7,875.00 Fire Safety System/Panic Alarm

\$ 9,600.00 Masonry Cleaning and Tuck Pointing

\$ 65,000.00 Windows (to do entire building)

**Non-Grant Funded Work**

\$ 498.87 Flag Lighting

\$ 1,941.13 Bathroom Floors (3)

Town Paid	Library Billed For	Paid to Town	Check Dated
\$ 134,425.00	\$ 67,212.50	\$ 67,212.50	12/20/2012
\$ 9,262.50	\$ 4,631.25	\$ 4,631.25	5/29/2013
\$ 10,687.50	\$ 5,343.75	\$ 5,343.75	9/24/2013
\$ 3,670.00	\$ 1,835.00	\$ 1,835.00	5/29/2013
\$ 4,100.00	\$ 2,050.00	\$ 2,050.00	9/24/2013

\$ 4,680.00	\$ 2,340.00	\$ 2,340.00	5/29/2013
\$ 525.30	\$ 262.65	\$ 262.65	9/24/2013

SUPERVISOR  
JOLENE M. JEFFE  
(716) 652-7590



WS-8

N CLERK  
LIBROCK  
52-3280

**TOWN OF AURORA**  
5 South Grove Street, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

September 27, 2013

Jeffrey T. Harris

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

To: Town Board Members

James F. Collins

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

I have obtained the following proposals to replace the dead trees around the Center Street Water Tank:

James J. Bach

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

Murray Brothers: \$5075.00  
Johnsons Nursery: \$6450.00  
Mastersons: No Bid

Susan A. Friess

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

SUPT. OF HIGHWAYS

David M. Gunner

(716) 652-4050

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

These quotes were requested early this year by the Town Board. I request that they be placed on a work session for further discussion.

Sincerely,

RECEIVER OF TAXES

Barbara Halt

(716) 652-7596

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

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

Thelma Hornberger

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

(716) 652-0011

DIR. OF RECREATION

Peggy M. Cooke



# NEWLY ELECTED OFFICIALS 2014 TRAINING SCHOOL

WS-9

## GENERAL INFORMATION

- WHEN:** January 8 - 10, 2014 - Wednesday through Friday  
The DoubleTree by Hilton Rochester, 1111 Jefferson Rd., Rochester, NY  
and  
January 15 - 17, 2014 - Wednesday through Friday  
Desmond Hotel & Conference Center, 660 Albany Shaker Rd., Albany, NY
- WHERE:** Both locations are accessible from the New York State Thruway (I-90) or the Adirondack Northway (I-87).
- Rochester:** The DoubleTree by Hilton Rochester is located just south of downtown Rochester in Henrietta at the intersection of Jefferson and East Henrietta Roads at Exit 14 off of I-390.
- Albany:** Coming from southern or western New York, Exit 24 off of the NYS Thruway. Follow signs for 87 NORTH (Saratoga/Montreal) and get off Northway Exit 4; turn left at light off exit ramp onto Wolf Road. At next light, take a left onto Albany Shaker Rd. The Desmond Hotel is about a quarter-mile on your left.
- From Northway Exit 4 Southbound, turn left at light off exit ramp; turn right at next light onto Albany-Shaker Road, the Desmond Hotel will be on the left.
- WHO:** All supervisors, town board members, fiscal personnel and town clerks are encouraged to attend.
- NOTE:** Registration commences at 7:00 a.m. on January 8 in Rochester and January 15 in Albany.  
A breakfast buffet, which is included with the tuition, is served between 7:15 and 8:30 a.m.

Check our Web site, [www.nytowns.org](http://www.nytowns.org), for updates and agenda information.

**AUTHORITY TO ATTEND:** Attendance at this training school is permitted by section 77-b of the General Municipal Law. Subdivision 3 of the section permits the town board to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ..." You are entitled to be reimbursed for all reasonable costs incurred while attending this program.

**HOW TO REGISTER:** There is a school fee of \$200 per member / \$250 per non-member, which is payable in advance of the program. This fee covers the cost of tuition, course materials, breakfasts, lunches and coffee breaks. The registration form should be completed and returned with your personal or town check to the address indicated on the next page. Pre-registration is encouraged to guarantee that space will be available.

# 2014 Training School and Annual Meeting

February 16 - 19, 2014

## Registration Information



**Registration Fees and Deadlines:** \$100 per member and \$125 (non-member) before **Jan. 27, 2014**. Registrations postmarked between **Jan. 27, 2014 and Feb. 5, 2014** will be processed at the on-site registration rates: \$135 members; \$160 non-members. Registrations will not be accepted in our office after **Feb. 5, 2014**. Any registration not postmarked by **Feb. 5, 2014** received in our office will **NOT** be processed. You will need to register on site after that date. No exceptions.

### 2014 JUSTICE/COURT CLERK SESSIONS WILL BE HELD AT THE HILTON NY

**Justices and Court Clerks** attending classes and staying at either the Hilton Midtown or the Sheraton must pay the member/non-member registration fee (see above) accordingly.

**Online Registration:** Save time and paper by registering online at our Web site: [www.nytowns.org](http://www.nytowns.org). Online registration begins **Nov. 4, 2013**. Only Visa and Mastercard will be accepted for online registration.

If you choose to do manual paper registration,

1. Completely fill in name, title, municipality, day phone, fax number, and e-mail address.
2. Make out a check payable to the Association of Towns for the correct registration amount. Vouchers will not be accepted.
3. Mail form and registration check to Association of Towns, 150 State St., Albany, NY 12207.

**Hotel Reservations:** Starting this year, the Association of Towns will not be booking hotels for attendees through mail registration ONLY. If you register for the Annual Meeting through the mail with the following form, you will also need to make the appropriate accommodations at the hotel of your choice.

Special room rates will still be available for Annual Meeting attendees at the Hilton Midtown and the Sheraton. The Sheraton is no longer accepting vouchers/purchase orders at the front desk. Please contact James Filtz (contact info on following page) for arrangements.

If you choose to do mail registration, please call **1-800-HILTONS (445-8667)** to book your room at the Hilton or **1-800-325-3535** to book rooms at the Sheraton. Hotel reservations can still be made through online registration.

**Cut-off dates** to book your rooms:

Hilton Midtown - **Jan. 15, 2014**

(Parking \$51 up to 24 hours; \$61 for SUVs and larger vehicles up to 24 hours).

Sheraton - **Jan. 24, 2014**

(Parking \$52/day)

A "Breakfast with the Association" ticket is included with each paid registration. Additional breakfast tickets can be purchased at the Association's registration desk up until Tuesday morning.

**Cancellations** must be postmarked or faxed to the Association of Towns by 5 p.m. on **Jan. 31, 2014** for a refund. **ALL CANCELLATIONS WILL BE CHARGED A \$10 PROCESSING FEE.** Each person is responsible for canceling his/her own hotel reservation. You must have a confirmation number to cancel.

WS12B

- (1) Minimum tract size shall be three acres.
- (2) The kennel shall not be located within 100 feet of the property line and shall be so situated on the lot as to be the greatest distance from structures on adjoining lots.
- (3) The permit shall expire one year from date of issuance and may be renewed annually.

C. Private airport.

- (1) Minimum tract size shall be 25 acres.
- (2) The Town Board shall make special requirements to protect the adjoining landowners and domestic animals and fowl from unreasonable noise and danger of accident by reason of low-flying aircraft and the storage of fuel therefor.

D. Two or more seasonal cottages or cabins for use of the owner thereof or rented to others. Each cabin must be located on a legal lot with proper access according to the Zoning Code.

E. Picnic grounds or grove for which a fee or rental is charged for the use of the premises, excluding all amusement devices other than customary playground apparatus, shall require a special use permit.

F. Junkyards shall be a minimum of 50 acres with no portion thereof less than 250 feet from any lot line and further subject to Chapter 67, Junkyards, of the Code of the Town of Colden as now existing or hereafter amended.  
[Amended 5-9-2002 by L.L. No. 1-2002]

G. Windmills shall have the base thereof no less than 100 feet from any property line or a distance equal to the height of the windmill, whichever is greater.

H. Public events. [Added 8-14-1997 by L.L. No. 6-1997]

- (1) A permit shall be required for the use for an event which is open to the public and which occurs outside of a permanent, enclosed building. This subsection shall apply to individuals, corporations, associations or nonprofit or religious organizations, as well, and shall apply regardless of the duration of the events. If the applicant is not the owner of the premises to be used, the Town Board may require, in its discretion, that the owner join in the application and that said owner shall be jointly and severally liable for the performance of the terms and conditions of the permit and for violation of the same.
- (2) Public events shall include but are not limited to the following: carnivals, picnics, flea markets, exhibitions, displays, contests, races, dances or other forms of social entertainment meetings or any other form of public assembly, whether religious or secular in nature.
- (3) The Town Board shall inquire into the following matters from each applicant:
  - (a) The means and adequacy of measures to deal with noise, odor or other nuisance caused to surrounding properties and residents.
  - (b) The means and adequacy of means to deal with traffic problems and parking.
  - (c) Character of the neighborhood or area where event shall take place.
  - (d) The means and adequacy of sanitary and garbage disposal and other matters which concern the public health.
  - (e) The means and adequacy of measures to deal with the possibility of a public disturbance, riot or individual disorderly or criminal conduct, both at the event and in the area immediately

surrounding the event, and other matters which concern the public order.

- (f) The possibility of creation or maintenance of hazard from fire, explosions, high voltage or other danger intrinsic in the nature of the event; and the means and adequacy of fire protection, general safety precautions, first aid and emergency treatment and transportation; and other matters which affect the public safety.
  - (g) The character, reputation and financial responsibility of the applicant and any operators or subtenants, as demonstrated by the absence of criminal records, reliable written references and certified financial data and references.
  - (h) The possibility of the creation, maintenance or increase of damage to the environment either temporary or permanent in nature.
  - (i) No permit shall be issued hereunder for a use of land which would be inappropriate to the letter or spirit of the zoning regulations for the zoning district in which the land is situated, unless the applicant can demonstrate that no other suitable site is available in an appropriate zone.
- (4) The Town Board shall require a certificate of liability insurance in an amount and character which, in its sole discretion, it may deem reasonable and necessary for the protection of the public under the circumstances.
- (5) The Town Board may impose conditions on the issuance of a permit and may require a bond from the applicant in order to secure the performances of said conditions and the performance of returning the

land to the original use and status which existed before the event.

I. Adult bookstores. **[Added 7-9-2009 by L.L. No. 3-2009]**

- (1) A special use permit shall be required for such use. All activities shall be within an enclosed structure with outside signage indicating the use being subject to approval by the Town Board.
- (2) May be located only in C-Commercial Districts.
- (3) May not be located within 1,500 feet of schools, town parks, churches, clubs, organized affairs and entertainment facilities such as ski areas, and areas where children regularly meet and congregate.
- (4) The Town Board shall inquire into the following matters from each applicant:
  - (a) The character of the neighborhood or area where the use will be located.
  - (b) The character, reputation and financial responsibility of the applicant as demonstrated by the absence of criminal records and reliable written references.
- (5) The Town Board may impose conditions on the issuance of a special use permit and require a bond from the applicant in order to secure the performance of the conditions.

**§ 108-125. Additional conditions or waiver. [Amended 3-8-2001 by L.L. No. 1-2001]**

- A. The Town Board may waive or vary any requirements of this chapter for good cause shown.
- B. The Town Board may require conditions in addition to those conditions enumerated in this chapter.

# 3 B 7-21-11

WS-120

## Town of Aurora Property Maintenance Code

This chapter shall be known as the "Exterior Property Maintenance Ordinance of the Town of Aurora."

The purpose of this ordinance is to preserve and improve the town appearance, quality of life, and citizen pride, to prevent the gradual encroachment of blight, deterioration, unsightliness, and property devaluation, and to enhance the health, safety, and welfare of the general public.

**Scope:** The provisions of this ordinance shall apply to all existing residential and nonresidential structures, and premises. The ordinance shall encompass the primary and accessory structures on a given property and the minimum yard requirements of the property Zoning District.

### Exterior Property Areas:

**Sanitation:** All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. The accumulation of garbage, trash or junk including, but not limited to rags, paper, bottles, plastic, iron or metal of any kind, second hand building products, broken or damaged appliances, furniture, fixtures, toys or machinery, unlicensed, unregistered or uninspected vehicles shall not be permitted.

**Grading and Drainage:** All premises shall be graded and maintained to prevent the accumulation of water around building foundations, to prevent the accumulation of stagnant water thereon except for approved retention ponds or reservoirs, and to prevent drainage flows from negatively impacting surrounding properties.

**Weeds:** All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs. However this term shall not include cultivated flowers and gardens.

**Rodent Harborage:** All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

**Accessory Structures:** All accessory structures, including detached garages, storage sheds, fences and walls shall be maintained structurally sound and in good repair.

## Exterior Structure:

**General:** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**Protective Treatment:** All exterior surfaces, other than decay-resistant woods shall be protected from the elements and decay by painting or other protective covering treatment.

**Structural Members:** All structural members shall be maintained free from deterioration, and shall be capable of supporting the imposed dead and live loads.

**Foundation Walls:** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**Exterior Walls:** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

**Roof and Drainage:** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in such a manner that creates a public nuisance.

**Building Features:** All building features including, but not limited to doors, windows, skylights, chimneys, towers, stairways, decks, porches, balconies, railings, guards, overhangs, and decorative features shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of wood or metal shall be protected from the elements and against decay or rust by periodic application of weather resistant coating materials, such as paint or similar surface treatment.

**Enforcement:** This chapter shall be enforced by the Code Enforcement Officer or a person or persons appointed to the duties of enforcing this chapter by resolution of the Town Board. Notice of violations found by the enforcement officer shall be delivered in writing to the owner of the premises in person or by regular mail. Such notices shall prescribe a reasonable time for correction of the condition or conditions found in violation; in any case, the time shall not exceed 14 days from the date of notice.

**Penalties for Offences:** Violations of any of the provisions of this chapter shall be punishable by a fine of not more than \$ 250 or by imprisonment for not more than 15 days, or both. Each day's continuance of a violation after notice shall be deemed a separate and distinct violation and shall be punishable accordingly. The Town may also have the necessary work performed to correct the violation(s) and bill the owner of the property for the cost of the work. Unpaid charges shall be added to the property tax bill.



SAMPLE

SAMPLE WS-12

Chapter 200

PUBLIC IMPROVEMENTS

ARTICLE I  
Public Improvement Permit (PIP)  
Ordinance and Regulations

- § 200-1. Purpose.
- § 200-2. Public improvement permits required.
- § 200-3. Permit required; application; maps and surveys.
- § 200-4. Deposit and payment of fees.
- § 200-5. Administrative, legal, engineering and inspection costs; completion of improvement.
- § 200-6. Performance; surety bond.
- § 200-7. Insurance requirements.
- § 200-8. Maintenance bond.

- § 200-9. Failure to comply; forfeiture.
- § 200-10. Supervision of work; inspections.
- § 200-11. Conditions of acceptance.
- § 200-12. Stop-work orders.
- § 200-13. Conflict with other laws.
- § 200-14. Penalties for offenses.

ARTICLE II  
Fair Hearing Process

- § 200-15. Purpose.
- § 200-16. Request for review of hearing.
- § 200-17. Procedure.
- § 200-18. Applicability.
- § 200-19. No waiver.

[HISTORY: Adopted by the Town Board of the Town of Pendleton 3-3-1998; amended in its entirety 1-30-2001. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Sewers and water — See Ch. 209.

Streets and sidewalks — See Ch. 217.

ARTICLE I  
Public Improvement Permit (PIP) Ordinance and Regulations

§ 200-1. Purpose.

The purpose of this article is to establish a mechanism to ensure that any improvement that is to be constructed by a private individual, corporation or any other entity with the intent that following completion of the improvement the ownership of such improvement is to be conveyed to the Town of AURORA with the Town of AURORA to assume responsibility for maintaining and operating such improvement be constructed in accordance with Town of AURORA specifications. The Town of AURORA will be provided with mapping of the layout of all improvements, including location of all lines, valves, hydrants and appurtenances.

**§ 200-2. Public improvement permits required.**

- A. All improvements that are completed by an individual, corporation or other entity that are to be dedicated to or maintained by the Town of *AURORA* are considered public improvements and are required to be installed under public improvement permits.
- B. Public improvement permits are required for:
- (1) Sanitary sewers.
  - (2) Water lines.
  - (3) Roadways.
  - (4) Public drainage and storm sewers.
  - (5) Curbs or sidewalks.
- C. These improvements are to be constructed to Town of *AURORA* standards as well as *ELIE* County and New York State requirements upon real property in the town for the use of the general public.

**§ 200-3. Permit required; application; maps and surveys.**

- A. No person, firm, association or corporation shall install, construct or perform any work incident to the installation and/or construction of any public improvement upon real property in the town without first having obtained a permit.
- B. Applications for public improvement permits must be received by the Town Clerk at least one week prior to a scheduled Town Board meeting for consideration at that meeting.
- C. These permits are to be issued by the Town Clerk, with the approval of the Town Board, after certification by the designated town officer that the plans and specifications, as submitted by the applicant, comply with the specifications and requirements of the town and by the Town Attorney that the bonds and other legal requirements are met.
- D. The applications for such permits shall be made on forms furnished by the town. They shall contain such information as the designated town officer and the Engineer of the Town shall require to determine that the proposed improvement will conform to the specifications and requirements of the town for such proposed improvement.
- E. All applications shall be accompanied by five complete sets of drawings (prints), previously approved, together with specifications of the proposed public improvement, prepared by a professional engineer duly licensed by the State of New York or a licensed land surveyor, under the provisions of § 7208 of the New York Education Law.
- F. Applications for public improvement permits shall be accompanied by a stormwater pollution prevention plan (SWPPP) if required for the proposed public improvement under Article of Chapter Zoning, of the Town Code, together with the recommendation of the Stormwater Management Officer to approve, approve with

modifications, or disapprove the SWPPP pursuant to § \_\_\_\_\_ of the Town Code. If a SWPPP is submitted pursuant to this section, such SWPPP and application for a public improvement permit shall comply with the requirements of Article \_\_\_\_\_ of Chapter \_\_\_\_\_, Zoning, of the Town Code.

**§ 200-4. Deposit and payment of fees.**

- A. The fee for the public improvement permit is \$35, paid by the developer to the Town of *AURORA*
- B. Simultaneously with the filing of an application for a public improvement permit and development and prior to the commencement of any construction of any buildings, highways, drainage facilities, utilities or parks therein, the applicant or developer, as the case may be, shall deposit with the Town Clerk a sum of money, the actual costs to be determined by the Town based on studies over several years, previous town experience with public improvements, various surveys of other towns and general knowledge in the engineering and legal professions. The deposit shall be an amount necessary to pay the legal, inspection and engineering costs of the project. Under no circumstances will the cost to the applicant or developer be more than the Town-Board-approved vouchered costs.
- C. Upon receipt and approval by the Town Board of an itemized voucher from an engineer and/or attorney rendered on behalf of the town pertaining to the development, the Town Clerk shall cause such vouchers to be paid out of the monies so deposited and shall furnish copies of such vouchers to the applicant or developer at the same time such vouchers are submitted to the Town Board.

**§ 200-5. Administrative, legal, engineering and inspection costs; completion of improvement.**

- A. All vouchers and charges to the developer or applicant must be reviewed and approved by the Town Board before the engineers are paid for the services rendered to the town from the deposit provided by the developers under this public improvement chapter. All disputes between the developer, engineers, legal professionals, and other related matters, will be subject to the fair hearing process, as provided in this chapter.
- B. The applicant shall be responsible for the actual cost of the project, which includes administration, legal, engineering and the costs of full-time inspection. No work will be ~~permitted without a Town Inspector on a site.~~
- C. The Town Board of the Town of *AURORA* hereby adopts a cost schedule, which shall be set by resolution of the Town Board. This schedule shall be subject to further review and modification from time to time. The Town Engineer shall approve estimated construction costs.
- D. The developer is responsible for submitting to the town an estimate of the number of days that will be required to complete the project. A normal workday will be considered to be eight hours. The developer will be required to deposit a sum of money equal to the

total of the days times eight hours necessary to complete the project multiplied by the inspection rate per hour set by the town and agreed to by developer and town. Administration costs will be agreed to prior to the start of work. Town expenses will be reimbursed to the town and are the responsibility of the developer.

- E. A work time schedule will be agreed upon by the applicant and the Town Engineer. Contractors shall give at least 24 hours' notice to the Town Engineer before starting work, continuing work previously started but delayed for any reason or stoppage of work.
- F. The developer is responsible for depositing with the town any additional funds required to complete the project if the project has not been completed within the time specified.
- G. Any deposit surplus shall be returned to the applicant; or, if there is a deficit, the applicant shall pay to the town sufficient additional amounts to pay the actual total cost of inspections, engineering, administrative and legal costs incurred by the town for the project.
- H. Before any more moneys are so placed in escrow, the person depositing the same shall acknowledge the terms of this chapter upon a form prescribed by the Town Board.
- I. The applicant shall provide any required easements or rights-of-way to the town in a form acceptable to the Town Attorney for filing in the *ERIE* County Clerk's office.
- J. The applicant shall furnish certification of completion and waiver of all liens stating that all construction costs, including inspection costs, legal, administrative and engineering costs, have been paid.
- K. The fees charged by the engineers for inspections will be at the same rate the Town Engineers charge the town for inspections and other related matters. There will be no variations in charges from the set approved rates charged to the town for other engineering required by the town.
- L. After five workdays, if the additional money needed to complete the project is not deposited, the town may or will stop work on the project until the money is deposited.
- M. Upon completion of any public improvement, the applicant shall submit a record set of plans to the Town Engineer signed by the licensed project engineer. Upon receipt of such certification, the Town Engineer shall recommend approval or disapproval for acceptance for maintenance of the improvements by the town.

**§ 200-6. Performance; surety bond.**

- A. No permit shall be issued until the applicant has provided to the Town of *AVROARA* a surety bond executed by a solvent corporation authorized to do business in New York State in a sum equal to the cost of the work to be performed. Such bonds shall be approved by the Town Board. Such bonds shall remain in full force and effect until the certificate of completion and dedication, as well as complete compliance with all regulations approved by the Town Engineer, Town Attorney and department heads and the project is accepted by the Town Board.

- B. Work under this permit shall be started within 60 days of the Town Board approval. Work shall be completed within one year. Requests for extension of time shall be addressed to the Town Board.
- C. Work under this permit will be performed in accordance with all laws, rules, regulations, ordinances and specifications in existence of the Town of Pendleton and the State of New York, and any federal regulations.

**§ 200-7. Insurance requirements.**

All applications for public improvement permits shall be accompanied by insurance documentation which specifically lists the Town of ~~AURORA~~ as an additional insured on policies of general liability, auto liability and excess liability in the face amount no less than that which the town carries for its own coverage.

**§ 200-8. Maintenance bond.**

- A. A maintenance bond shall be filed by all applicants for public improvement permits. The bond will protect against any and all defects in material and/or workmanship and provide for the cost of repair or replacement of such improvement.
- B. The maintenance bond shall be executed by a solvent surety corporation as surety authorized to do business in New York State. The bond will be in a sum equal to 50% of the cost of such improvements. Such bonds shall remain in force and effect for a period of two years from the acceptance date of such public improvement by the Town Board of ~~AURORA~~

**§ 200-9. Failure to comply; forfeiture.**

In the event that the holder of the public improvement permit shall fail or refuse to comply with provisions of this article, the above bond shall be forfeited to the Town of ~~AURORA~~

**§ 200-10. Supervision of work; inspections.**

- A. No work shall be performed except under the supervision and inspection of the Town Engineer or his designee.
- B. The applicant shall provide written notice to the Town Engineer of intent to proceed on the public improvement. The Town Engineer shall authorize the applicant to proceed only upon the Town Engineer's receipt of written verification that all permit requirements remain in effect and after a preconstruction meeting has been held.
- C. Upon completion of the work authorized by the public improvement permit application, the Town Engineer will provide the town with:
  - (1) A certificate of construction compliance at completion of each permit.
  - (2) Sanitary sewer and water main test reports.

- (3) *ERIE* County Health Department acceptance of installed facilities.
  - (4) Photocopies of inspectors' reports during construction.
  - (5) Two paper prints and one Mylar of the as-built condition of installed facilities, elevations, locations, etc., as provided by the developers' engineers.
- D. Upon receipt of the certificate of construction and as-built prints, a walk-through inspection will be conducted a minimum of one week prior to a regularly scheduled Board meeting.
- E. At the next scheduled Town Board meeting, the town will accept the installed facilities upon:
- (1) Town Engineer approval.
  - (2) Town departments' approval.
  - (3) Receipt of a two-year maintenance bond from the contractor covering installed facilities.
  - (4) Receipt of payment of all PIP fees.
- F. The Town Board will then authorize payment of any moneys remaining for inspection fees to the owner.
- G. Work under this permit shall be completed within one year from the date of permit issuance.

**§ 200-11. Conditions of acceptance.**

- A. Upon completion of any public improvement, the applicant shall submit a record set of plans to the Town Engineer; two paper prints and one Mylar of the as-built condition of installed facilities, elevations, locations, etc., to the Town of *AURORA*
- B. The applicant shall provide any required easements or rights-of-way to the town in a form acceptable to the Town Attorney for filing in the *ERIE* County Clerk's office by the applicant.
- C. Compliance with the provisions of this section shall be a condition precedent to the acceptance of any public improvement by the town.

**§ 200-12. Stop-work orders.**

- A. The Code Enforcement Officer, in consultation with the Town Engineer, shall issue or cause to be issued a stop-work order for any public improvement found ongoing without a public improvement permit. Disregard of a stop-work order shall subject the violator to the penalties described in § : of this article.
- B. The Town Engineer shall issue or cause to be issued a stop-work order for any public improvement found noncompliant with the provision of this chapter and/or the conditions

of the public improvement permit. Disregard of a stop-work order shall subject the violator to the penalties described in § 200-14 of this article.

**§ 200-13. Conflict with other laws.**

Whenever any provision of this article is at variance or in conflict with any other provision hereof or any other statute, local ordinance or regulation covering any of the same subject matter, the most restrictive provision, or the one imposing the higher standard, shall govern.

**§ 200-14. Penalties for offenses.**

- A. A violation of this article is hereby declared to be an offense, punishable by a fine not to exceed \$250 per day, imprisonment for a period not to exceed 15 days, or both.
- B. Upon notice by the Code Enforcement Officer, any applicant deemed to be in violation of this article will have 10 days to comply with said notice. Each day's continued violation shall constitute a separate additional violation and shall be punishable as herein provided.
- C. In addition to the foregoing remedies, the town may institute any appropriate action or proceeding to prevent, correct or restrain any violation of this article.

**ARTICLE II  
Fair Hearing Process**

**§ 200-15. Purpose.**

The purpose of this process is to provide an informal, expedited process for the review and/or hearing of disputes between contractors and the Town of ~~AURORA~~ (the "town") regarding the administration of the town's public improvement application procedure ("PIP").

**§ 200-16. Request for review of hearing.**

Under this process, a contractor may request a review or hearing on, in general, any disagreement or dispute regarding the administration of the PIP ordinance; specifically, a contractor may request a review and/or hearing regarding the timing, cost or results of any actions required of town officials or town representatives in the course of the town's administration of the PIP ordinance (for example, inspection of a contractor's work, or opinions issued by town representatives or town employees regarding work in progress or completed work of a contract).

**§ 200-17. Procedure.**

A contractor who believes that a dispute or disagreement exists with the town, shall conform to the following:

- A. Written notice. The contractor shall sign and file two copies of the review/hearing dispute form setting forth the specific nature of the dispute (including a full description of the dispute and the identities of town personnel or representatives involved); the manner in which the contractor proposes to settle or rectify the disputes; and whether the contractor elects hearing officer review without a hearing or review with a hearing.
- B. Hearing officer and hearing. If the contractor requests informal review by a hearing officer without a hearing, the hearing officer shall review the contractor's dispute form and review any and all submissions made by the town employees or representatives in response to the dispute form and issue a finding and decision within 10 business days of the date of the filing of the dispute. If a hearing is requested by the contractor, the hearing officer shall set a hearing date and time, which hearing shall be held no later than 10 business days after the filing of the dispute form. The contractor shall be provided with copies of all writings and documents submitted to the hearing officer by the town five business days in advance of the hearing date. The contractor shall have the right to submit additional documents, data and other information to the hearing officer three business days before the hearing date.
- C. Conduct of hearing. If a hearing is requested, the contractor shall have the right to appear in person, either with an attorney or without an attorney, and shall have the right to examine and question any town officers, employees or representatives in attendance at the hearing. It shall be the responsibility of the hearing officer to assure the attendance at the hearing of all town personnel/representatives noted in the town dispute form. The purpose of this process is to establish an informal process by which disputes are heard and determined. Accordingly, the hearing officer shall have full discretion as to the procedure to be followed at the hearing, the calling of a recess or adjournments and the relevancy of evidence submitted. Further, the hearing will be conducted in an informal manner, and the hearing officers shall not be required to follow the formal rules of evidence. Additionally, the contractor shall have the right to produce at the hearing any witnesses the contractor deems necessary to support his/her/its case. Upon hearing the statements and answers of the parties and, if any, the witnesses, the hearing officer shall make a written finding and decision within 10 business days of the date of the hearing. Consistent with the informal nature of the hearing process, the hearing officer may request additional information after the hearing is closed, but is not required to do so. Only one hearing may be held on any dispute.
- D. For purposes of an informal hearing, the \_\_\_\_\_ shall act as the hearing officer.

**§ 200-18. Applicability.**

This process shall be effective as to all PIP applications filed on or after the date this process is duly adopted by the Town Board.



**§ 200-19. No waiver.**

By entering into the informal procedure provided under this process, the contractor shall not be deemed to waive any rights to proceed in any other administrative forum or in a court of law concerning any dispute reviewed under this process.

SKETCH PLAN — The preliminary drawings indicating the proposed layout of the subdivision, to be submitted to the Town Board for its consideration.

STREET — A vehicular way which is one of the following: an existing Town, village, county or state highway or road; a public road shown on a filed subdivision plat; or a road shown on the Official Map of the Town.

SUBDIVISION — The division or redivision of any parcel of land during any consecutive three-year period, commencing on the initial effective date of this chapter, as amended, into five or more lots, plots, sites or other divisions of land which are, except as hereinafter provided, less than five acres in size for immediate or future sale or for building development, with or without the creation of one or more new streets. Lots, plots, sites or other divisions of land which are five acres or more in size shall not be considered in determining whether or not a parcel of land has been divided as a subdivision, provided that any such lot has a minimum frontage on a public roadway or highway of at least 200 linear feet. [Amended 6-12-1995]

ZONING ORDINANCE — Chapter 116, Zoning, of the Town Code.

AURORA PIP CODE

ARTICLE II  
Approval Procedures

§ 99-4.1. Public improvement permit application procedure. [Added 7-11-1994]

- A. Commencing with the effective date of this section, all applications for permission to construct subdivisions in the Town of Aurora will be subject to the public improvement permit application procedure adopted and approved by the Town Board from time to

§ 99-4.1

SUBDIVISION OF LAND

§ 99-5

time. The text of that procedure, as amended, shall be filed with the Town Clerk and be delivered to each applicant for a subdivision approval at the time of application.

- B. Notwithstanding the effective date of this section, the Town Board may, in its sole discretion, condition the approval of any pending application for subdivision approval on the applicant's compliance with the Town's public improvement permit application procedure.
- C. The Town Board may, by resolution, modify or amend the Town's public improvement permit application procedure from time to time without a further public hearing.<sup>5</sup>
- D. Notwithstanding any other provision contained in this section, the Town Board reserves the right to subject any development within the Town, whether or not that development qualifies as a subdivision, to the public improvement permit application procedure described herein and to assess the fees set forth therein to the owner or developer of such development. [Added 6-12-1995]

§ 99-5. Approval required; phases.

- A. Whenever any subdivision of land is proposed, and before any contract for the sale of or any offer to sell any lots in such subdivision or any part thereof is made, and before any permit for the erection of any structure in such proposed subdivision shall be granted, the subdivider or his duly authorized agent shall apply, in writing, for approval of such proposed subdivision in accordance with the following procedures.
- B. The sequence of procedures for development within the Town of Aurora is fundamentally a three-phase procedure. The three phases are referred to as follows:

AURORA PIP CODE

WS-13

CONTRACT AND AGREEMENT

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, in the year 2013, between the TOWN OF AURORA, hereinafter called the OWNER, party of the first part, and ABC COMPANY, INC., 123 First Road, Anywhere, NY 14000, hereinafter called the CONTRACTOR, party of the second part:

SCOPE OF WORK

Enter description of work to be done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COVENANT

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and heirs, executors, administrators, successors, and assigns, as follows:

CONTRACT INCLUDES

I. The CONTRACTOR, at his own sole cost and expense, shall furnish all labor, materials, unless specifically excluded, and services for the installation of items included under this Contract. He will construct, complete, and finish the same in the most thorough, workmanlike, and substantial manner, in every respect to the satisfaction and approval of the Town Building Inspector, in the manner and within the time hereinafter limited, and in strict accordance with Federal, New York State and Local laws, including provisions of the Labor Law of the State of New York for prevailing wages.

RATE OF PROGRESS AND TIME OF COMPLETION

II. The CONTRACTOR shall proceed expeditiously with the work with adequate forces. The CONTRACTOR hereby confirms that the times set forth for completion of the work are reasonable periods of time for performing and completing the work.

The following completion time shall be in effect for the Contract:

\_\_\_\_\_ CALENDAR DAYS FROM THE DATE OF THIS AGREEMENT

PAYMENT

III. The OWNER, in consideration of the faithful performance by the CONTRACTOR of all and singular his covenants, promises and agreements contained herein, agrees to pay the CONTRACTOR for the work embraced in this Contract upon full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Town Board, the price or prices stipulated to the proposal hereto attached

Upon receipt of notice that the work is ready for final inspection and acceptance, the Town Board and/or its representative will promptly make such inspection and when the work is found to be acceptable under the Contract and the Contract fully performed, will promptly issue a written statement noting that the work required by this Contract has been completed and recommended acceptance by the OWNER under the terms and conditions thereof, and the entire balance found to be due to the CONTRACTOR, including any retained percentage, shall be paid to the CONTRACTOR by the OWNER within thirty (30) days after the date of acceptance by the Town of Aurora.

The CONTRACTOR agrees to defend, indemnify and hold harmless the OWNER, its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and cost arising whole or in part and in any manner from acts, omissions, breach or default of CONTRACTOR, in connection with performance of any work by CONTRACTOR, its officers, directors, agents, employees and subcontractors.

The CONTRACTOR agrees to that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder to defend and save harmless the OWNER in the minimum amounts of \$1,000,000 per occurrence (or other appropriate agreed upon amount) for personal injury, bodily injury and property damage. Said liability policy/policies shall name the OWNER as additional insured and shall be primary to any other insurance policies. Waiver of Subrogation applies. CONTRACTOR will obtain and keep in force Workers Compensation insurance including Employees Liability to the full statutory limits. CONTRACTOR shall furnish to the OWNER certificates of insurance evidencing that the aforesaid insurance coverage is in force.

EXECUTION OF CONTRACT

IV. IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers.

TOWN OF AURORA

By: \_\_\_\_\_, Supervisor

ABC COMPANY, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

600 NORTHERN BOULEVARD, GREAT NECK, N.Y. 11021-5202

APPLICATION

To be attached to and form a part of Policy No. \_\_\_\_\_ of the First Rehabilitation Insurance Company of America.

We hereby apply for a GROUP DISABILITY POLICY to be based upon the following statements and to provide benefits that will meet with the requirements of the New York State Disability Benefits Law for the employees of:

1. Town of Aurora (herein called the Policyholder)
2. Business Address ~~5 South Grove Street~~ 300 Gleed Ave.  
E. Aurora, NY 14052

Address at which Payroll Records are maintained Same  
FETN: 16-6002169

Telephone Number of office at which Payroll Records are maintained \_\_\_\_\_

3. Nature of Business Municipality (Unemployment Insurance Account No.) \_\_\_\_\_

4. This policy is to be effective from 12:01 A.M. Standard Time on 1/1/2014 and shall continue in force until cancelled in accordance with the policy provisions. The benefits provided shall be as follows:

Waiting Period Accident-Sickness	Maximum Duration	% of Wages	Weekly Benefits Maximum	In-Hospital Indemnity
7 Days - 7 Days <input checked="" type="checkbox"/>	26 Weeks <input checked="" type="checkbox"/>	50% <input checked="" type="checkbox"/>	\$170.00 <input checked="" type="checkbox"/>	Excluded <input checked="" type="checkbox"/>
0 Days - 7 Days <input type="checkbox"/>	___ Weeks <input type="checkbox"/>	60% <input type="checkbox"/>	\$ _____ <input type="checkbox"/>	Included <input type="checkbox"/>
		66 2/3% <input type="checkbox"/>		

5. Name, Address, and Unemployment Insurance Account No. of other Employers to be covered by this application. (If none, so state)

none

6. (a) ~~All employees as defined in and subject to the New York Disability Benefits Law are to be insured, except the following (if none, so state) (if union employees excluded, so state)~~

all employees that work 40 Hr. week  
(see att.)

- (b) Any Sole Proprietor or Co-Partner who desires to be insured and who is specifically named herein

7. Total number of Employees to be insured? Male? Female?  
(Include Corporate Officers) 17 9

8. (a) Name of Policyholder's Worker's Compensation Insurance Carrier State Ins. Fund

(b) Previous Disability Carrier Zurich

9. Premiums: Based on information furnished the Company, premiums shall be calculated in the following manner: (Check applicable option).

A. Groups of 1 to 5 Employees Statutory Benefits

- Annual Rates - (Remit Premium in Advance) \$42.00 per Male Employee  
\$87.00 per Female Employee

B. 6 to 49 Employees - Please check coverage requested.

Monthly Per Capita Rates: (Billed Quarterly in Arrears)

	MALE	FEMALE
<input checked="" type="checkbox"/> Statutory Benefits	\$3.25	\$7.00
<input type="checkbox"/> Statutory Benefits (including In-Hospital Indemnity)	\$3.90	\$8.40
<input type="checkbox"/> Statutory Benefits, Payroll Rate Factor _____		

C. 50 or More Employees;

- Monthly Rate based upon covered payroll (first \$340 per week per employee)  
Payroll Rate Factor \_\_\_\_\_
- Monthly per Capita Rates Male \$ \_\_\_\_\_ Female \$ \_\_\_\_\_
- Bill Quarterly In Arrears  Bill Monthly

**MAXIMUM EMPLOYEE CONTRIBUTION.** The Policyholder understands and agrees that the contribution of any employee toward the total premium shall not exceed 1/2 of 1% of wages received on and after the effective date of this policy, subject to a maximum of 60 cents per week.

Required Statement: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Badger & Gunner, Inc. 0399-0011

(Producer)

(Employer)

24 Pine Street, East Aurora, NY 14052

(Address)

011



By

(Authorized Signature)