

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



WS-1

CLERK
BROCK
i2-3280
ra.com

TOWN OF AURORA

300 Gleed Avenue, East Aurora, NY 14052

www.townofaurora.com

June 1, 2013

To: Ron Bennett

From: Jolene Jaffe
Nicole Serra

Re: Revisions to the Agreement for Out of District Water Customers to the Town



Attached (A) is the agreement we use to allow other town's residents to become out-of-district water customers to the Town of Aurora. Nicole has brought it to my attention that we have had a few instances of these customers failing to pay the annual invoice (Attachment B), that we send them for their portion of the debt service based on their assessed value, on time.

Please understand protocol for Town water district customers – our town water customers pay their portion of annual debt service through their property tax bill sent out in January and due February 15th each year. If the town resident/water customer does not pay their tax bill on time, there are penalties assessed every 15 days and monthly after May 1st until July 1st then Erie County is notified of unpaid tax bills.

Why do we bill out of district water customers for their annual portion of debt service? Because our Town does not administer the property tax bills for the Towns of Wales or Colden.

Currently, Town water customers are treated as stated above and out of district water customers do not get assessed any type of penalty for unpaid bills. The out of district water customers get a friendly reminder for months on end that their bill remains unpaid. The average cost of each certified/return receipt letter each month is: \$13 of the taxpayer's money for non-resident's privilege to access Town water supply. We had 5 past due bills out of 25 out of district this year (25%). As of June 1st, we have 2 outstanding bills remaining.

Looking at our current Town code (Attachment C) and the agreement out of district customers signed, it isn't clear on the consequences for unpaid debt service fee of out of district water customers. Please provide guidance in writing on how to treat out of district water customers after due date has past and the bill is not paid.

Solutions:

Solution #1: Treat the unpaid annual debt service fee (with or without penalties) like an unpaid property tax bill and send a notice (Attachment D) in August, to the Town they reside in, and have that Town collect fee via their property tax bill. The CON to solution one is that we will have had to wait an entire year before we get collection for prior year revenues.

Solution #2: Treat the out of district water customers like our current water customers. If they do not pay on due date, give them the 3 notices with a penalty not to exceed 10% of amount due. If water charges are not paid within 60 days of due date, we notify them that their water will be turned off (Town Code 113-34). The PRO to solution two is we get our money in three months and we mean business.

AGREEMENT

"SAMPLE" A

This Agreement is made this _____ day of _____, 2012 by and between the Town of Aurora, a New York State municipal corporation with offices at 5 South Grove Street, East Aurora, New York 14052, hereinafter referred to as the "Town", and

_____, owners of record at _____, New York (_____), hereinafter referred to as the "Applicant(s)".

WITNESSETH:

WHEREAS, the Applicant(s) hereby represent(s) and warrants to the Town that (he, she, they) (is, are) the owner(s) of an improved, or to be improved, property in the Town of Elma situated at 16 South Herrick Road (the "Premises"), which Premises is described in Exhibit A (copy of deed) annexed hereto; and

WHEREAS, the Applicant(s) (is are) desirous of obtaining water from the Town or from an existing water district (Water District No. 1 extension 1) of the Town to service the Premises; and

WHEREAS, the Applicant(s) have asked the Town of Elma for permission to become an out-of-district water customer to Aurora Water District No. 1 extension 1; and

WHEREAS, the Town Board of the Town of Elma has agreed to grant permission to the Applicant(s) to become an out-of-district water customer to Aurora Water District No. 1 extension 1; and

WHEREAS, the Applicant(s) (has, have) asked the Town for permission to obtain water from the Town and/or from an existing water district within the Town of which the Premises is not a part, and the Town, subject to the terms and conditions of this Agreement has agreed to grant permission to the Applicant(s) to obtain water from the Town, or from such an existing water district of the Town.

NOW THEREFORE, in consideration of the Town granting permission to the Applicant to obtain water from the Town, or the Town water district herein described, the Applicant(s) (does, do) hereby represent, warrant and agree as follows:

1. To construct water mains, service lines and facilities to the right of way acceptable to the Town or the Town's Engineer, in its or their or his sole discretion, upon the Premises to facilitate the delivery of water to the Premises pursuant to the terms of this Agreement. It being understood that: (a) plans and specifications for such construction, and the construction itself shall be inspected and approved of by the Town from time to time prior to its completion; and (b) that the inspection and approval or failure to inspect and approve of the improvements or plans and specifications described herein shall not, in any event, subject the Town or the Town's Engineer to any liability or responsibility for any defect or deficiency in said plans, specifications or the construction of facilities in question.
2. The terms and conditions of this Agreement shall not become effective until: (a) the Town Board by Resolution approves providing water service to the Applicant

and the terms of this Agreement; and (b) this Agreement is signed by an authorized representative of the Town and all owners of the Premises, and is recorded in the Erie County Clerk's Office; and (c) the Applicant receives written approval from the Town indicating that the facilities to be constructed by the Applicant to provide water to the Premises are acceptable to the Town, or a waiver of the Town's right to inspect and approve of said facilities.

3. The terms, conditions and covenants contained herein shall run with the Premises and shall be binding upon subsequent owners of the Premises.

4. To advise any subsequent owners of the Premises of the terms and conditions of this Agreement.

5. Should a mortgagee, who has perfected a lien on the Premises prior to the effective date of this Agreement, commence a foreclosure action which by its terms could terminate this Agreement, either the Town, adjoining municipality or any entity providing water to the Applicant(s) may terminate the terms and conditions of this Agreement and said water service, unless the mortgagee in question subordinates the lien of its mortgage to the terms and conditions of this Agreement.

6. Should the Town, municipality, or entity providing water determine, in its sole discretion, that a suspension or termination of water service is necessary to protect other properties within the Town or adjoining municipality, then the Town, municipality or entity that provides water service to the Premises may terminate or temporarily suspend water service to the Premises without incurring any liability for any damages or losses which may result from such termination or suspension of water service.

7. Unless otherwise specifically agreed in writing, all improvements to be constructed by the Applicant(s) to facilitate the delivery of water service to the Premises will be constructed upon the Premises by Applicant(s), and will be owned and serviced by the Applicant(s).

8. This Agreement shall be binding on the heirs, assignees and legal representatives of the Applicant(s) and, as previously indicated shall constitute covenants running with the land which will be binding upon all subsequent owners of the Premises.

9. Applicant(s) shall agree to pay all charges and fees applicable for this water service. This agreement may be terminated by the Town should the Applicant(s) fail to pay any charges or fees attributable to the services described herein in a timely manner, either through or to the Town, an independent water district of the Town, adjoining municipality or other entity providing water. Attached hereto is a fee schedule showing the estimated first year costs for providing water service to the Premises. *Exhibit (b)*

10. Should the Town, adjoining municipality or entity providing water at some future date either form a new water district, water improvement area or extend an existing water district in a manner which would include the Premises, the Applicant(s), at (his, her, their) sole cost and expense, will, within thirty (30) days,

STATE OF NEW YORK)

: SS:

COUNTY OF ERIE)

On the _____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, Supervisor of the Town of Aurora, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: SS:

COUNTY OF ERIE)

On the _____ day of _____, in the year _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, 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 that 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.

Notary Public

B

SUPERVISOR
Jolene M. Jeffe
(716) 652-7590
ijeffe@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

January 15, 2013

TAX YEAR 2013
INVOICE
DUE TO THE TOWN OF AURORA

"SAMPLE"

DUE DATE: February 15, 2013
AMOUNT DUE: \$521.18
SBL: 213.03-1-21
PROPERTY LOCATION: Lewis Road
PER: Out of District Water Customer Agreement
Water District 18 (Colden)

Please make checks payable to: **Town of Aurora**

Mail to: Town of Aurora
Supervisor's Office
300 Gleed Ave
East Aurora, New York 14052

Payments not received by February 15 will be subject to penalties.

*****Please Note:**
You must remit separately from your regular 2013 Tax Bill

Article VI. RATES AND CHARGES

§ 113-30. Schedule of charges and rates.

§ 113-31. Determination of charges.

§ 113-32. Temporary charges.

§ 113-33. Effect of unusual conditions.

§ 113-34. Billing procedure; penalty for late payments.

§ 113-35. Responsibility of property owner.

§ 113-36. Providing water to nonresidents of water districts.

§ 113-37. Liens.

§ 113-30. Schedule of charges and rates.

The schedule of charges and rates for water service shall be as adopted annually or at any other time as determined by resolution of the Town Board; except that if no action is taken by the Board, the most recently adopted schedule shall continue in effect.

§ 113-31. Determination of charges.

All water supplied shall be charged for on the basis of the amount registered on the meter or meters installed on the consumer's premises, with a minimum charge as established by the Town Board. Where two or more meters supply the same premises and consumer, the consumer, in addition to the fixed charges for all meters, shall be billed at the schedule of rates for a quantity of water equal to the sum of the readings on all meters on the premises.

§ 113-32. Temporary charges.

A charge shall be made, for construction purposes, during the erection of any dwelling. This charge, which includes temporary service and the setting of the meter, shall be a flat fee established by the rules and regulations of the Town Board. This temporary service terminates before the issuance of an occupancy permit for the dwelling. Termination of the temporary service is a condition of the issuance of the occupancy permit by the Town of Aurora Building Inspector.

§ 113-33. Effect of unusual conditions.

The Water Department, with the approval of the Town Board, shall determine the charges and rates in special cases to cover unusual conditions or types of service not contemplated in this chapter or in the charges and rates set by the Town Board for regular service. No consumer will be allowed to supply water to other persons or premises, and no owner or occupant shall use water from another premises, unless specific permission has been obtained in each case from the Water Department. The Department has the right to require, during a temporary period of emergency, that a consumer allow it to connect an adjacent premises to such consumer's piping; but in such case, allowance will be made for excess water registered on his meter.

§ 113-34. Billing procedure; penalty for late payments.

Checks for payments of water district bills and water charges shall be made payable to the water district. Meters will be read and bills rendered at regular quarterly intervals. Bills for the previous quarter shall be due and payable at the office and on the date designated on the bill. Unpaid water charges in arrears for 30 days or longer shall be subject to a penalty not exceeding 10% of the amount due, and the Water Department may cut off the supply of water if such water charges are not paid within 60 days of the date due. The Town Board may, by rules and regulations, provide for an additional charge for restoring the service of water in addition to the unpaid water bill.

§ 113-35. Responsibility of property owner.

The Water Department, upon the written request of a property owner, will mail the water bills to the tenant or lessee using the water, but the owner shall remain responsible for all charges provided for in this article, together with any penalties.

§ 113-36. Providing water to nonresidents of water districts.

- A. The Town Board may enter into a contract or contracts for the sale of water to users not within the water district if such outside use cannot or will not cause a hardship to the water users within the district to which such outside users are connected.
- B. Rates for such use shall be specified in each such contract, provided that such rates shall not be less than the rates established for users within the district. In fixing such rates, the Town Board may consider whether any such applicant is assessed by the water district as a property owner within said district. Any contract for such service outside the district shall require the party requesting such service to comply with the provisions of this chapter.

§ 113-37. Liens.

All water rents, penalties and interest thereon and all charges for tapping, connecting and disconnecting and any other charges provided by this chapter shall be a lien on the real property upon which the water is used, and such lien shall be prior to every other lien or claim except the lien of an existing tax. The Town Clerk shall annually file, by October 1, with the Town Board and the Supervisor the amount of any such liens which have not been paid at the time and in the manner prescribed by the Town Board and which are more than three months in arrears, with a description of the real property affected thereby. The Supervisor and Board of Assessors may include such amount in the annual tax levy and transmit such statements to the Board of Legislators, which shall levy the same upon the real property in default.

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ERIE COUNTY



WATER AUTHORITY

October 11, 2011

Hon. Jolene M. Jeffe
Supervisor, Town of Aurora
5 South Grove St
East Aurora NY 14052

Re: Unpaid Billings
Water District Accounts

Dear Supervisor Jeffe:

I am enclosing a listing showing the amounts due from Authority customers in your Water District to whom billings have been issued and from whom payment has not been received to date.

Under contracts between the Erie County Water Authority and the Water District Board of Commissioners, provision was made that, in the event of non payment of water billings, the Water District would proceed to collect such unpaid charges in the manner prescribed by law. I respectfully request that you proceed to make such collections in whatever manner is provided.

As a service, a copy of this letter and listing has been forwarded to the Office of your Assessor for processing.

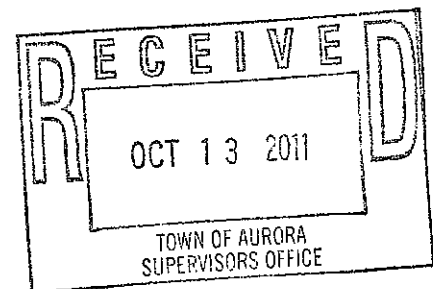
Please contact me if there are any questions.

Very Truly Yours,
ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read "Peter R. Reszka".

Peter R. Reszka
Assistant Business Office Manager

Enclosures



Jolene Jeffe

From: WNY Southtowns Scenic Byway <WNYSSB@roadrunner.com>
Sent: Wednesday, July 03, 2013 11:19 AM
To: Bryan Gazda; Schinzel, Troy; Legislator Mills; Annie Hoffman ; Bill Krebs Colarusso; John Wilson ; Town Supervisor - e-mail; Martin A. Ballowe; IV Bill Even; David Field; Kim Bowers ; 'Pat Keem ' ; Ron Klinczar
Cc:
Subject: "Public Celebration"

WS-2



Western New York Southtowns Scenic Byway

Aurora – Boston – Colden – Concord – East Aurora – Orchard Park – Springville

P. O. Box 209 • Orchard Park, NY 14127-3587 • www.WNYSSB.org • RLennartz@WNYSSB.org

Dear all:

The Interpretive sign project is in the installation phase. The first ten signs of this fourteen sign project have been delivered to our contractor. It's fairly safe to assume that the ten signs will all be in place within the next 10 to 14 days.

I would assume that every municipality desires to have a public unveiling. The job to put this part of the project what I would refer to as "Public Celebration" is in your court. We will make ourselves available to attend, but the scheduling and invitation stage should be your duty.

One convenient way to handle this is to hold the unveiling in sync with another event. For example Mayor Wilson will hold the unveiling at the Ice cream Social which is a very popular part of Quaker Days.

This project reflects the work of many. The list of those who made this possible is very long. But, borrowing a phrase from a religious source, it would not have happened without the Time, Talent, and Treasury of everyone who had faith in our ability to deliver.

Please call or email me to finalize arrangements.

Bob Lennartz

716-662-4667

THE FOLLOWING RESOLUTION WAS OFFERED
BY COUNCIL MEMBER ABRAHAM, WHO
MOVED ITS ADOPTION, SECONDED BY
COUNCIL MEMBER RUFFINO, TO WIT:

WS-4

WHEREAS, The Town of Lancaster, recognizes that plowing and de-icing town, as well as county roads, is in the best interest and safety of its residents, and

WHEREAS, Erie County and the 25 towns within the county have negotiated contracts which assure that the majority of the county roads within the towns would be maintained according to the same snow and ice control methods used on all town roads, and

WHEREAS, such methods have been approved by the Erie County Department of Public Works, and

WHEREAS, in the past, all costs of manpower, equipment, and materials have been calculated to the satisfaction of all parties, and

WHEREAS, any issues that have arisen during snow and ice control in previous years have been resolved by all parties involved, and

WHEREAS, a new contract between the Towns and Erie County is currently being negotiated, and

WHEREAS, on March 20, 2013, there was a tentative agreement between the towns and Erie County which included a 3 year term with an annual increase of 5.0% as was past practice, and

WHEREAS, this agreement was considered fair and within the budgeting confines of Erie County, and

WHEREAS, on April 16, 2013, Erie County made a counter proposal to increase the contract from 3 years to 5 years and to reduce the monetary increase to 0.5%, and

WHEREAS, the county proposed rate is one the towns cannot afford, and

WHEREAS, the budgetary planning for 2014 is going to be starting in many municipalities, and

WHEREAS, the deadline for towns to order road salt de-icer is now past.

NOW THEREFORE BE IT

RESOLVED, that the Town of Lancaster calls on the Erie County Executive and the Erie County Legislature to help resolve the issue between the Erie County Department of Public Works and the 25 towns within the County of Erie with regards to snow removal and de-icing of county roads within the towns that is fair and equitable to all parties, and

BE IT FURTHER

RESOLVED, that the Town Clerk of the Town of Lancaster is to transmit copies of this resolution to Erie County Executive Mark Polonecz, Erie County Legislator Terry McCracken, Erie County Legislature Chairwoman Betty Jean Grant, and Erie County Department of Public Works Commissioner John Loffredo, and the other towns within Erie County.

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

COUNCIL MEMBER ABRAHAM	VOTED	YES
COUNCIL MEMBER AQUINO	VOTED	YES
COUNCIL MEMBER RUFFINO	VOTED	YES
COUNCIL MEMBER STEMPNIAK	VOTED	YES
SUPERVISOR FUDOLI	VOTED	YES

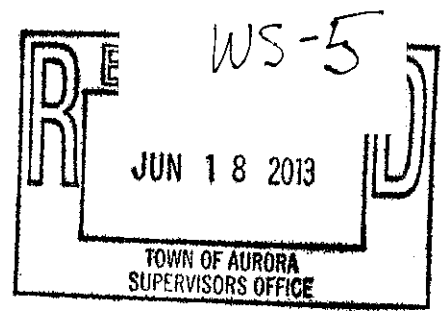
June 17, 2013

THE SENATE
STATE OF NEW YORK



PATRICK M. GALLIVAN

June 4, 2013



Supervisor Jolene Jeffe
Town of Aurora
5 S. Grove Street
East Aurora, NY 14052

Dear Supervisor Jeffe,

We are writing to inform you that we have introduced bills number S.5371/A.7722 in each of our respective houses. If enacted into law, this legislation would allow every town in Erie County that currently does not have an IDA to access the town IDA of neighboring town. We believe this regional plan creates a fair playing field for all towns in Erie County and will help our region grow in an intelligent way by requiring that towns work together on projects that will benefit the entire region.

Enacting this bill into law will require enclosed Home Rule Request forms be filled out by each of the towns in Erie County. If your town does not wish to participate in this legislation please inform my office so that we can amend the bill to remove your town.

If you have any further questions or concerns please feel free to contact Todd Aldinger, in Senator Gallivan's office, at 716.907.4076.

Sincerely,

Patrick M. Gallivan
Senator – 59th District

Dennis H. Gabryszak
Member of Assembly-143rd District

□ ALBANY OFFICE
ROOM 947
LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
518.455.3471

□ 59TH DISTRICT OFFICE
2721 TRANSIT ROAD
SUITE 116
ELMA, NEW YORK 14059
716.656.8544

□ SATELLITE OFFICE
143 NORTH MAIN ST.
ROOM 103
WARSAW, NEW YORK 14569
585.786.5048

□ SATELLITE OFFICE
LIVINGSTON COUNTY GOV. CENTER
6 COURT STREET
ROOM 304
GENESEO, NEW YORK 14454
585.243.6929

□ SATELLITE OFFICE
GENESEE VALLEY REGIONAL
MARKET ADMINISTRATION BLDG.
900 JEFFERSON, RD., SUITE 202
ROCHESTER, NEW YORK 14623

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD11049-01-3

S. 5271

2

1 Town of Lancaster. The agency, its members, officers and employees and
2 its operations and activities shall in all respects be governed by the
3 provisions of title one of article eighteen-A of this chapter.

4 § 2. Section 901-a of the general municipal law, as added by chapter
5 364 of the laws of 1973, is amended to read as follows:

6 § 901-a. Town of Clarence, Erie county, industrial development agency.
7 For the benefit of the town of Clarence, Erie county, and the inhabit-
8 ants thereof, an industrial development agency, to be known as the TOWN
9 OF CLARENCE, ERIE COUNTY, INDUSTRIAL DEVELOPMENT AGENCY, is hereby
10 established for the accomplishment of any or all of the purposes speci-
11 fied in title one of article eighteen-A of this chapter. It shall
12 constitute a body corporate and politic, and be perpetual in duration.
13 It shall have the powers and duties now or hereafter conferred by title
14 one of article eighteen-A of this chapter upon industrial development
15 agencies and provided that the exercise of the powers by such agency
16 with respect to the acquisition of real property whether by purchase,
17 condemnation or otherwise, shall be limited to the corporate limits of
18 the Towns of Clarence, Alden, Elma, Marilla and Newstead, also provided
19 that no exercise of the powers by such agency with respect to the acqui-
20 sition of the real property whether by purchase, condemnation or other-
21 wise, outside the corporate limits of the town of Clarence shall be
22 valid until the town board of the town within whose corporate limits
23 such real property is located passes a resolution in support of the
24 exercise of this power, and such agency shall take into consideration
25 the local zoning and planning regulations as well as the regional and
26 local comprehensive land use plans. It shall be organized in a manner
27 prescribed by and be subject to the provisions of title one of article
28 eighteen-A of this chapter. Its members shall be appointed by the
29 governing body of the town of Clarence. The agency, its members, offi-
30 cers and employees and its operations and activities shall in all
31 respects be governed by the provisions of title one of article eigh-
32 teen-A of this chapter.

33 § 3. Section 914-a of the general municipal law, as added by chapter
34 579 of the laws of 1973, is amended to read as follows:

35 § ~~914-a~~ 914-b. Town of Amherst industrial development agency. For
36 the benefit of the town of Amherst in the county of Erie, and the inhab-
37 itants thereof, an industrial development agency, to be known as the
38 TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for
39 the accomplishment of any or all of the purposes specified in title one
40 of article eighteen-A of this chapter. It shall constitute a body corpo-
41 rate and politic, and be perpetual in duration. It shall have the power
42 and duties now or hereafter conferred by title one of article eighteen-A
43 of this chapter upon industrial development agencies and provided that
44 the exercise of the powers by such agency with respect to the acquisi-
45 tion of real property whether by purchase, condemnation or otherwise,
46 shall be limited to the corporate limits of the towns of Amherst, Grand
47 Island and Tonawanda, also provided that no exercise of the powers by
48 such agency with respect to the acquisition of real property whether by
49 purchase, condemnation or otherwise, outside the corporate limits of the
50 town of Amherst shall be valid until the town board of the town within
51 whose corporate limits such real property is located passes a resolution
52 in support of the exercise of this power, and such agency shall take
53 into consideration the local zoning and planning regulations as well as
54 the regional and local comprehensive land use plans. It shall be organ-
55 ized in a manner prescribed by and be subject to the provisions of title
56 one of article eighteen-A of this chapter. Its members shall be

S. 5271

3

1 appointed by the governing body of the town of Amherst. The agency, its
2 members, officers and employees and its operations and activities shall
3 in all respects be governed by the provisions of title one of article
4 eighteen-A of this chapter.

5 § 4. Section 925-t of the general municipal law, as amended by chapter
6 466 of the laws of 1991, is amended to read as follows:

7 § 925-t. Town of Concord industrial development agency. 1. For the
8 benefit of the town of Concord and the inhabitants thereof, an indus-
9 trial development agency, to be known as the TOWN OF CONCORD INDUSTRIAL
10 DEVELOPMENT AGENCY, is hereby established for the accomplishment of any
11 or all of the purposes specified in title one of article eighteen-A of
12 this chapter. It shall constitute a body corporate and politic, and be
13 perpetual in duration. It shall have the powers and duties now or here-
14 after conferred by title one of article eighteen-A of this chapter upon
15 industrial development agencies and provided that the exercise of the
16 powers by such agency with respect to the acquisition of real property
17 whether by purchase, condemnation or otherwise, shall be limited to the
18 corporate limits of the towns of Concord, Brant, Colden, Collins,
19 Holland, North Collins, Sardinia and Wales, also provided that no exer-
20 cise of the powers by such agency with respect to the acquisition of
21 real property whether by purchase, condemnation or otherwise, outside
22 the corporate limits of the town of Concord shall be valid until the
23 town board of the town within whose corporate limits such real property
24 is located passes a resolution in support of the exercise of this power,
25 and such agency shall take into consideration the local zoning and plan-
26 ning regulations as well as the regional and local comprehensive land
27 use plans. It shall be organized in a manner prescribed by and be
28 subject to the provisions of title one of article eighteen-A of this
29 chapter. Its members shall be appointed by the governing body of the
30 town of Concord. The agency, its members, officers and employees and its
31 operations and activities shall in all respects be governed by the
32 provisions of title one of article eighteen-A of this chapter. To the
33 extent that the foregoing provisions of this subdivision or of title one
34 of this article are inconsistent with the provisions of subdivision two
35 of this section, the provisions of such subdivision two shall be
36 controlling.

37 2. The provisions of subparagraph two of paragraph (b) of subdivision
38 one of section eight hundred fifty-six of this article shall not apply
39 to the town of Concord industrial development agency and the agency as
40 created and constituted pursuant to the other provisions of this article
41 is continued until otherwise altered or terminated pursuant to law.

42 § 5. Section 925-v of the general municipal law, as amended by chapter
43 441 of the laws of 1994, is amended to read as follows:

44 § 925-v. Town of Hamburg industrial development agency. 1. For the
45 benefit of the town of Hamburg in the county of Erie, and the inhabit-
46 ants thereof, an industrial development agency, to be known as the TOWN
47 OF HAMBURG INDUSTRIAL DEVELOPMENT AGENCY, is hereby established for the
48 accomplishment of any or all of the purposes specified in title one of
49 article eighteen-A of this chapter. It shall constitute a body corporate
50 and politic, and be perpetual in duration. It shall have the powers and
51 duties now or hereafter conferred by title one of article eighteen-A of
52 this chapter upon industrial development agencies and provided that the
53 exercise of the powers by such agency with respect to the acquisition of
54 real property whether by purchase, condemnation or otherwise, shall be
55 limited to the corporate limits of the towns of Hamburg, Aurora, Boston,
56 Eden, Evans and Orchard Park, also provided that no exercise of the

such town boards pass a resolution in support of the exercise of such powers.

Section 4 expands the ability of The Town of Concord Industrial Development Agency to exercise its powers to include property within the corporate limits of the towns of Brant, Colden, Collins, Holland, North Collins, Sardinia and Wales, provided that such town boards pass a resolution in support of the exercise of such powers.

Section 5 expands the ability of The Town of Hamburg Industrial Development Agency to exercise its powers to include property within the corporate limits of the towns of Aurora, Boston, Eden, Evans and Orchard Park, provided that such town boards pass a resolution in support of the exercise of such powers.

EXISTING LAW:

The exercise of powers of each town IDA is limited to the corporate limits of the town.

JUSTIFICATION:

On September 26, 2012, Senator Gallivan held a public hearing regarding Industrial Development Agencies in Erie County. One of the concerns coming out of this meeting was the fact that many towns in Erie County lack an IDA and consequently they are at a competitive disadvantage when businesses are choosing where to locate. One suggestion as to how to address this issue was to allow towns without an IDA to access the IDA of a town with an IDA. After further consultation with the towns in Erie County, both those with and without IDAs, a regional plan for IDA expansion has emerged as the consensus plan for creating a level playing field for all towns in Erie County.

This bill apportions the towns of Erie County into five geographic regions, one for each town IDA. This system will require that towns work together to advance projects that are in the best interests of the region and Erie County as a whole. The cities are left the exclusive territory of the Erie County IDA, which is where the ECIDA has chosen to focus its energy. Projects in small towns, which are meaningful to the town in question but not critical to the county at large, are often put on the backburner by the ECIDA, as it focuses on revitalizing the city cores. This new regional approach will give these small towns greater opportunity to pursue these projects while allowing the ECIDA to continue to focus its energies in the areas most in need of its resources.

LEGISLATIVE HISTORY:

New Bill

FISCAL IMPLICATIONS:

Minimal

LOCAL FISCAL IMPLICATIONS:

Increased property values and the future property tax revenues that will

result will pay for tax abatements.

EFFECTIVE DATE:

Immediate

Aurora Senior Center
101 King Street, Ste. A
East Aurora, NY 14052
716-652-7934

WS-8

Quote provided by: All Guard Sealer Systems
Address: PO Box 161, Holland, NY 14080
Contact person: Timothy Wrazen
Phone No: 716-492-4305

SAMPLE

Description of work to be performed:

Move furniture. Strip, seal and wax approx. 5302 square feet of tiled floor.

Location: Town of Aurora Senior Center
101 King Street, Ste. A
East Aurora, NY 14052

Total bid (including labor & materials): \$1,415.50

PRICE: Price shall be net and shall include delivery. All transportation and delivery charges prepaid to the point of delivery. The Town of Aurora is exempt from federal, state and local taxes.

BIDS: Proposals submitted must include sufficient information and data to enable the Town of Aurora to determine whether the proposal conforms to bid specifications. Material deviations from specifications will not be accepted. Failure to comply with this information will deem the quote/bid invalid. All quotes/bids must meet or exceed specifications.

INSURANCE: The Town of Aurora is named as additional insured with respect to general liability.

THE TOWN OF AURORA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL QUOTES/BIDS. THE QUOTE/BID ACCEPTED BY THE TOWN OF AURORA SHALL CONSTITUTE A CONTRACT BETWEEN THE SUCCESSFUL BIDDER AND THE TOWN. Approved 6/10/2013.

Town of Aurora

Date

All Guard Sealer Systems

Date

This Agreement is entered into this _____ day of _____, 20____, between the Town of Aurora and _____.

The parties hereby agree as follows:

1) _____ shall provide the following services:

2) Term: This Agreement shall commence on _____ and shall terminate on _____, unless earlier terminated by either party. Either party may terminate this Agreement upon Thirty (30) days prior written notice.

3) Insurance: (Get wording from Jim Collins)

4) All work will be done in a competent manner and is subject to final approval by the Town of Aurora prior to payment.

5) This contract may not be modified in any manner unless in writing and signed by both parties. This document and any attachments hereto constitute the entire agreement between the parties.

WS-9

Town of Aurora, NY

Erie County

Search	Browse	Help	Quick Search..	Sub
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Code
Index

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Chapter 99: SUBDIVISION OF LAND

Article II: Approval Procedures

§ 99-4.1 Public improvement permit application procedure.

§ 99-5 Approval required; phases.

§ 99-6 Sketch plan.

§ 99-7 Preliminary plat.

§ 99-8 Final plat.

§ 99-8.1 (Reserved)

§ 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 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. *Editor's Note: Former Subsection D, regarding waiver of application, which immediately followed this subsection, was repealed 1-23-2012 by L.L. No. 1-2012. This local law also redesignated former Subsection E as Subsection D.*
- 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



WS-10

TEL 716.714.5699 ■ FAX 716.714.5715
411 Main Street, Suite 201 ■ East Aurora, New York 14052

Peter J. Sorgi, Esq. ■ direct line 716.908.3289 ■ psorgi@hopkinssorgi.com

July 11, 2013

Jolene M. Jeffe, Supervisor
Town Board of the Town of Aurora
300 Gleed Avenue
East Aurora, New York 14052

Re: Polo Grounds

Dear Supervisor Jeffe and Members of the Town Board:

This letter is sent on behalf of our client, Legacy Polo Grounds, LLC, to follow up on the discussion during the recent meeting held at the Town Hall on July 10, 2013 with Supervisor Jolene Jeffe and Ronald Bennett, Esq. Since this matter is the subject of pending litigation, I am required to state that this letter is submitted without prejudice and is not admissible.

We have had numerous discussions relative to the potential settlement of the litigation and appreciate the Town's willingness to participate in these discussions. As we continue to try to reach a global settlement, we request that the Town issue a written determination during its upcoming meeting that our client is able to construct 15 single family units and 16 two family units (and currently receive building permits for two proposed single family units), for a total density of 47 units. The total allowable density of 47 units is not in dispute.

While there is a difference of opinion regarding the manner by which single family and two family units can be allocated in connection with the ongoing construction of the project, 15 single family units would be permitted on the project site pursuant to the Town's current position.

This interim measure will allow our client to satisfy two existing contracts with families who want to immediately build single family units at the Polo Grounds and reside in the Town of Aurora. We will continue to work with the Town in an attempt to reach a settlement regarding this matter and I believe the discussions held during the meeting on July 11th were helpful to each party in obtaining a better understanding of each party's position.

Thank you for your consideration of this request. Please feel free to contact me if there are any questions regarding this letter.

Sincerely,

HOPKINS & SORGI PLLC

Peter J. Sorgi, Esq.

RESOLUTION APPROVING PUBLIC IMPROVEMENTS
REED HILL HEIGHTS SUBDIVISION

WS-11

WHEREAS, Jewett Holmwood LLC, developer, has requested the Town Board of the Town of Aurora accept completed public improvements in the Town of Aurora upon real property in the Reed Hill Heights Subdivision; and

WHEREAS, the Town Engineer, Bryan Smith, has overseen inspection of the improvements and has recommended the approval thereof; and

WHEREAS, the Town Attorney, Ronald P. Bennett, has reported his favorable review for the acceptance of the public improvements.

NOW, THEREFORE, BE IT

RESOLVED, that the completed public improvements of water lines and storm sewers within the Reed Hill Heights Subdivision, be and are hereby approved and accepted by the Town Board of the Town of Aurora; and be it further

RESOLVED, that the Town of Aurora, under the Lease Management Agreement with the Erie County Water Authority, shall commence payment for the six (6) additional fire hydrants authorized for this subdivision with the next billing cycle.

Duly adopted this ___ day of _____, 2013.