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March 3, 2016

Keith E. Weaver, Shidoshi  
Founder and Chief Instructor  
Bujinkan Katsujinken Dojo  
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**Proposal of Professional Agreement  
Between Bujinkan Katsujinken Dojo and Town of Aurora**

The Bujinkan Katsujinken Dojo is requesting to use space in the Town of Aurora community center on Tuesday evenings from 7 pm until 10 PM for martial arts training. What follows are the proposed terms of this agreement for both parties.

**Town of Aurora will provide:**

Access to the space for the agreed upon location and times with available local storage space.

It is understood that the actual space used may change as Town needs vary or other agreements are made between the Town and other parties

This agreement can end with short or no notice on the part of either party. Bujinkan Katsujinken Dojo (BKD) will provide 30 days notice of intent to terminate this agreement when applicable, and would request the same from the Town.

**Bujinkan Katsujinken Dojo (BKD) will provide:**

Open access to martial arts training for community members provided they meet the requirements set forth by the International Bujinkan Dojo (attachment A) and the liability insurance company.

A monthly contribution will be payed to the Town of Aurora on/by the 15<sup>th</sup> of each month according to the following schedule:

- \$100/month for up to 10 regular members\*
- \$150/month for 10 to 20 regular members
- \$200/month for 21 or more regular members

- Regular members are defined as a Dojo member in good standing who attends at least 50% of offered classes in a given quarter.
- The number of qualifying members will be computed Quarterly and the agreed-upon fee will be in effect for the remainder of that quarter, regardless of fluctuation of membership numbers during that quarter.
- The initial payment will be made in advance.

Liability insurance will be obtained by BKD and will list Town of Aurora as a secondary interest in the policy. It will be the responsibility of BKD to pay for the insurance in advance and maintain the policy or equivalent uninterrupted throughout the term of this agreement. Further, it will be the responsibility of BKD to comply with all requirements of the policy.

All necessary training and safety equipment for martial arts training with the exception of training uniforms for participants. Individual students may provide their own training equipment provided it meets safety standards set forth by the chief instructor and insurance provider.

Hold harmless / release of liability forms for each member that includes the Town of Aurora as free of liability for any injuries/damage caused during martial arts training classes/events.

BKD will reimburse the Town of Aurora for any damage cause to the facility as result of martial arts classes/events at fair market value.

BKD will be responsible for any advertising/promotion of the classes provided at its discretion. It will not be responsible for any advertising/promotion of the training initiated/made by the Town. BKD does request approval of any advertising/promotion of the class initiated by the Town. This includes, but is not limited to, print or broadcast media, mail promotions, Internet or electronic media/communication.

BKD assures that the organization and its membership will act in accordance with any local/state/federal law, accepted standards of professional conduct, and moral standards. Any members who are unable, or unwilling, to conduct themselves in accordance with these standards will be removed from membership at the discretion of the chief instructor or his assigns.

## Attachment A:

The Bujinkan Dojo shall be open to only those who agree with and uphold the guidelines of the Bujinkan Dojo. Those not doing so shall not be allowed to join.

### Specifically:

Only those who have read and agree with these guidelines shall be allowed to participate.

Only those able to exercise true patience, self-control, and dedication shall be allowed to participate.

A physician's examination report shall be required. Specifically, individuals with mental illness, drug addiction, or mental instability shall be barred from joining. The necessity of such a report concerns individuals who may present a danger to others, for example, those with infectious diseases or illnesses, individuals with clinically abnormal personalities or physiology, and individuals lacking self-control. Individuals with criminal records shall be turned away. Troublemakers, those who commit crimes, and those living in Japan who break domestic laws shall be turned away.

Those not upholding the guidelines of the Bujinkan, either as practitioners or as members of society, by committing disgraceful or reproachable acts shall be expelled.

Regarding accidents occurring during training (both inside and outside the dojo), one should not cause trouble to the Bujinkan. This is an extremely important point. Those unwilling to take personal responsibility for accidents occurring during Bujinkan training shall not be admitted. Reiterating for clarity, the Bujinkan shall not take responsibility for any accidents happening in the course of training, regardless of the location.

All those joining the Bujinkan must get an annual member's card. This card not only preserves the honor of the Bujinkan members, it indicates you are part of a larger whole—one whose members come together with warrior hearts to better themselves through training and friendship. It evinces the glory of warrior virtue, and embodies both loyalty and brotherly love.

All members must have a membership card for the current year, issued by the Honbu. There are two types of membership card: General Membership Card and Shidoshi-kai Membership Card.

(i) The General Membership Card applies to members of the Bujinkan Dojo, whether un-graded, kyu-grade, or dan-grade.

(ii) The Shidoshi-kai Membership Card applied to those of Fifth Dan and above (called Shidoshi), and those from First to Fourth Dan (called Shidoshi-ho). Members who are teaching should possess one of these cards. Non-Shidoshi-kai members are not recognized as teachers and cannot grade students.

Members of the Shidoshi-kai of Fifth Dan and above may apply to the Honbu for licenses up to Fourth Dan, and may award these to their students. Members over Fifth Dan are promoted personally by Soke, who will judge them on their technique, character, and integrity.

Only membership cards and licenses issued by the Bujinkan Honbu Dojo will be recognized as valid. People issuing fake membership cards and/or certificates will face expulsion from the Bujinkan Dojo.

The "Bujin" symbol is copyright. If planning to use it, you must contact the Honbu first for permission.

Recently, the Bujinkan has become truly international. Just as there are various time zones, so exist various taboos among the world's people and nations. We must respect each other, striving to avoid such taboos. We must put the heart of the warrior first, working together for self-improvement and for the betterment of the Bujinkan.

Communication with Honbu must be in Japanese. This is to help all business run smoothly now that the Bujinkan has become international.

Those not upholding the above guidelines shall be forced out of the Bujinkan.

# **Our Dojo**

## **Who am I?**

My name is Keith Weaver and I am the founder (dojo-cho) and chief instructor of the Bujinkan Katsujinken Dojo. I have been engaged in martial arts study and practice since 1986 and in the Bujinkan arts since 1988. I have been awarded a Shidoshi menkyo (teaching license) in 2011. I am a member of the Bujinkan Shidoshi-Kai (Instructor's Guild) since 2000. I have trained under various Shidoshi (licensed instructors) including Regina (Brice) Mullen, Kevin Schneider, Larry Turner, and J. Courtland Elliott II.

## **What do I teach?**

Our dojo is dedicated to the practice of Bujinkan Budo Taijutsu with a focus on developing a strong foundation in the basics of these arts. Bujinkan Budo Taijutsu was created by Dr. Masaaki Hatsumi of Noda-shi, Chiba-Ken, Japan as a vehicle to contain the principles and techniques of 9 samurai and ninjutsu ryu (schools) of martial arts that were passed to him by his teacher, Toshitsugu Takamatsu. These schools emphasize natural and efficient combat methods that have been carried down through centuries of actual personal and battlefield combat experience. Collected as they are, these systems provide comprehensive skills on all aspects of personal protection. It is this encompassing approach to the training, coupled with an appreciation of the ever-changing elements of self-protection situations, that allows the practitioner to create their technique based on the principles and framework of the Bujinkan arts. The techniques of these systems include various methods such as strikes, throws, joint locks, pressure points, takedowns, immobilizations, and both traditional weapons and their modern equivalents.

Unlike Karate, Tae Kwon Do, Judo, Kendo, and other modern forms of martial arts, the Bujinkan arts are not competition-focused or sport-oriented. Our focus is toward self-improvement through the pursuit of practical self-protection skills and the perpetuation of these arts as they have been passed through the ages.

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



WS-2 TOWN CLERK  
Ertha L. Libroek  
(716) 652-3280  
[www.townofaurora.com](http://www.townofaurora.com)

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

March 14, 2016

TOWN COUNCIL MEMBERS

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

To: The Town Board

At Jim Bach's request, Sheryl and Jason completed a full inventory of items in the 300 Glead warehouse that the town may want to surplus. Attached is a detailed list of all of these items. We intend to list most of these items with Auctions International. There are a few things that will be immediately recycled as they have very little value.

A handwritten signature in cursive script, appearing to read "Elizabeth Deveso".

Elizabeth Deveso

Proposed route for The Dragon Run 5K held on Sunday, October 2, 2016

by the Aurora Waldorf School.

WS-4

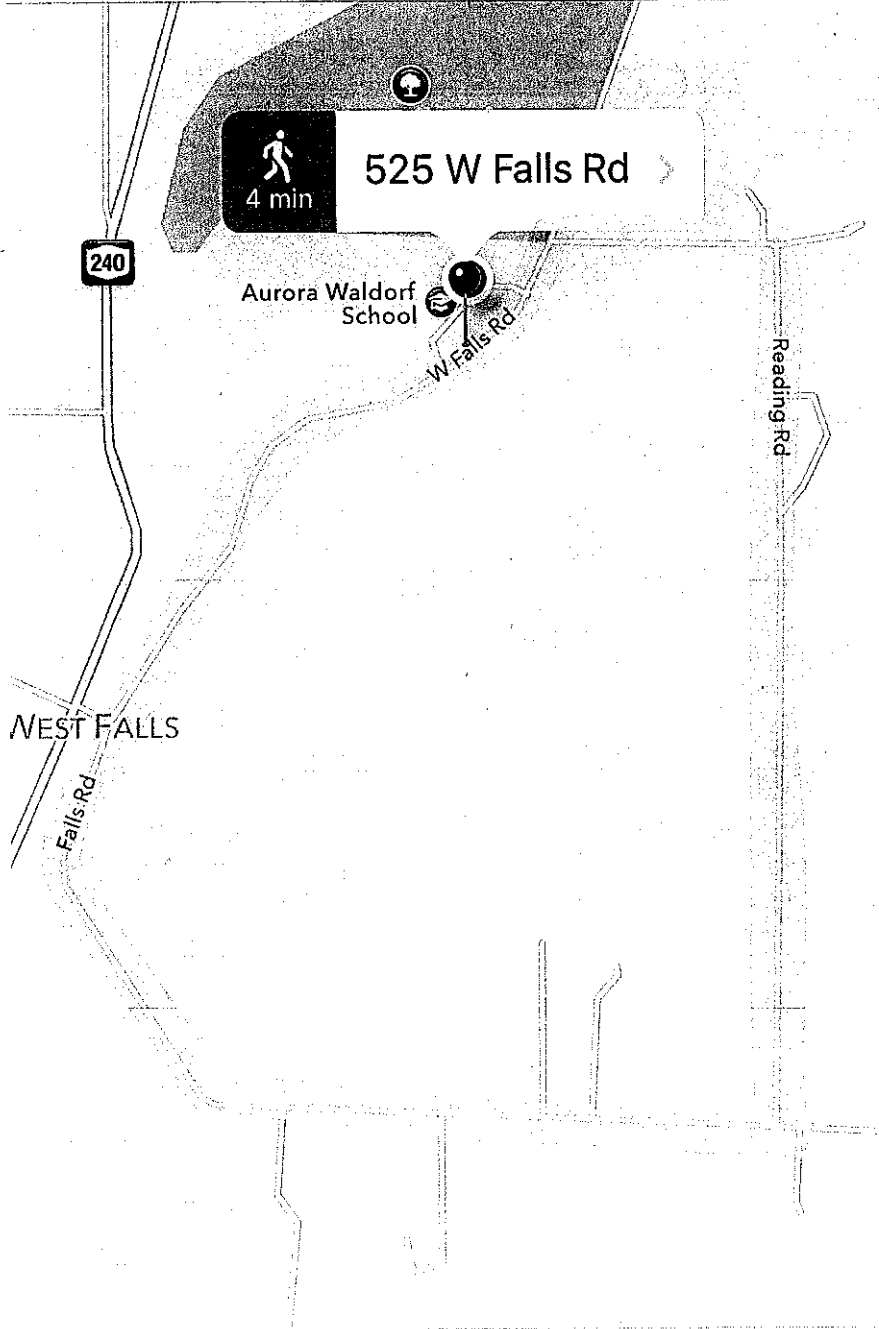
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525 W Falls Rd West Falls, NY,...



WS-5

FRANCHISE AGREEMENT  
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Aurora, New York

AND

Time Warner Cable Northeast LLC  
d/b/a Time Warner Cable

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of \_\_\_\_\_ between the Town of Aurora (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a renewal of its franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company is providing such service pursuant to a franchise dated March 4, 2005, and has substantially complied with the material terms of the franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE

This Franchise Agreement shall become known and may be cited as the Town of Aurora/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.



- 2.1 “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 “Cable Service” shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 “Cable System” or “System” shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 “Channel” means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 “Effective Date” has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 “FCC” means the Federal Communications Commission, its designee, or any successor thereto.
- 2.7 “Franchise Area” means the territorial area of the Town of Aurora. Such area shall include all areas annexed by the Town of Aurora. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 “Grantee” means Time Warner Cable Northeast LLC or any successor thereto.
- 2.9 “Gross Revenues” means all revenue as determined in accordance with generally accepted accounting principles (“GAAP”) received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 “NYPSC” means the New York Public Service Commission or any successor agency.

- 2.11 “Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 “Public Property” means any real property owned by any governmental unit.
- 2.13 “Streets” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.15 “Standard Drop” means a standard cable connection, defined as no more than 150 feet from existing cable lines.

### SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 Grant of Franchise. Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor’s Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the “Franchise”). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 Authority for Use of Streets.
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
- B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any “one-call” or similar system for the exchange of information on the utility location or work to be conducted.

3.3 Provision of Cable Service.

- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
- B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.

3.4 Franchise Term. The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC (Effective Date”) and shall expire 15 years from the date of the renewal order by the NYPSC (the “Franchise Term”) unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.

3.5 Extension of System. Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

3.6 Police Powers. Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.

3.7 Written Notice. All notices, reports or demands shall be given either by email with designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor:                   Town of Aurora  
  Attn: Supervisor  
  300 Glead Avenue  
  East Aurora, NY 14052

If to Grantee:                   Time Warner Cable  
  Attn: Government Relations  
  2604 Seneca Avenue  
  Niagara Falls, NY 14305

With a copy to:                   Time Warner Cable  
  Attn: Law Department/Regulatory  
  60 Columbus Circle  
  New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 Franchise Non-Exclusive.

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.
- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C.(i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a cable television system or any similar system or technology, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a

result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person.”

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor’s consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee’s request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee’s election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee’s choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Supervisor is responsible for the continuing administration of the Franchise.

#### SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC’s rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

## SECTION 5. EAS AND PEG.

- 5.1 Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

## SECTION 6. CONSTRUCTION PROVISIONS.

- 6.1 Construction Standards.
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
- B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
- C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
- D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
- E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
- F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of (78) channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.
- 6.2 Construction Codes.
- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.

B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.

6.3 Repair of Streets and Property.

A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.

6.4 Use of Existing Poles.

A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.

B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.

6.5 Undergrounding of Cable.

A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.

6.6 Reservation of Street Rights.

A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment.

Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

6.9 Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

7.1 Audit and Inspection. The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the



books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.

7.2 Communications with Regulatory Agencies. Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.

7.3 Confidentiality. Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

7.4 Reporting. Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

#### SECTION 8. CONSUMER PROTECTION PROVISIONS.

8.1 Rate Regulation. Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal law.

8.2 Customer Service.

A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.

B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

#### SECTION 9. FRANCHISE FEES.

A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues.

B. Payments due the Grantor under this provision shall be computed at the end of each calendar year. Payments shall be due and payable for each year not later than February 15

of the following year. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding year.

- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

## 10. INDEMNITY AND INSURANCE.

### 10.1 Indemnity

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:

- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
- (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

## 10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
  2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
  3. One Million Dollars (\$1,000,000.00) for all other types of liability.
  4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.
- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

## SECTION 11. REVOCATION AND REMOVAL

### 11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation.

Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.

- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.
- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

#### 11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

## SECTION 12. TRANSFER

### 12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

## SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

### 13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

## SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 14.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in

conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

- 14.3 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 Captions. The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.
- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of \_\_\_\_\_.

GRANTOR OF THE TOWN OF AURORA

TIME WARNER CABLE  
NORTHEAST LLC

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

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

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

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

1/15/2016

WS-8

Board Members,

In an attempt to regain the full time status of the Building Department Clerk, I would like to put forth the following recommendations. Adjustments to our current permit fee schedule and implementing additional permit categories may actually justify reinstating the full time (with benefits) position, which was mistakenly given up nearly 2 ½ years ago.

Trying to compare the fee schedules of the various municipalities is nearly impossible as indicated by the spread sheet included. There is no uniformity to the terms or methods used in determining permit fees. With that being said I thought the best comparison would be to use a standard building size and go through the permitting process for some of the neighboring municipalities including all the required fees and check the differences. I will first go through a few examples using our current fee schedule, my proposal for our new fee schedule and other towns. I will then explain the changes I am proposing.

Example #1: 2000 sq. ft. single family home.

ToAu	New ToAu	Cheektowaga	O.P	Hamburg	Clarence	Amherst
\$500	\$750	\$1400	\$660	\$1220	\$840	\$1415

Example #2: 5,000 sq. ft. Commercial building.

ToAu	New ToAu	Cheektowaga	O.P	Hamburg	Clarence	Amherst
\$1,250	\$1,850	\$4,800*	\$2,100	\$1,600*	\$1,850*	\$6,950*

\*indicates that these towns also charge additional fees for plumbing inspections and licensing.

Example #3: 200 sq. ft. accessory structure.

To Au.	New To Au.	Cheektowaga	O.P.	Hamburg	Clarence	Amherst
\$45	\$65	\$25	\$59	\$75	\$100	\$58



As demonstrated by the comparison above, our current fees are near or at the bottom of the included towns, while the proposed fees would still keep us near the bottom of this group. I would also point out that I chose these communities because their building departments and inspections protocols most closely resemble ours. There are other towns in the area that have lesser fees for building permits, but these are more rural communities which are less pro-active in their enforcement of New York State Rules and Regulations as it pertains to building and zoning .

I have enclosed a copy of the proposed changes to the fee schedule. Many of the changes are simple increases to the square footage fees, but there are a few new wrinkles. The addition of an application fee for residential and commercial new builds, additions, and renovations will help cover the cost of processing the application, chasing down required information, and performing the required plan review and square footage calculation. We are also proposing that we start requiring permits for fences. We believe that this would cut down on some of our complaints, neighbor confusion and after the fact ZBA hearings. Every spring the Fence companies call to ask if we require permits for fences. We also receive many requests for Zoning Verification Letters from realtors and Financial Institutions. I don't think requiring a fee for this service is unreasonable. Another potential source of income for the Building Department would come from charging for Fire & Safety Inspections. I do approximately 115 such inspections annually in the Town and at least as many or more in the Village. We have not as yet come up with an equitable way to institute this program as there is some disparity in the timing and continuity of the inspections as it stands today. If Liz were full time we could come up with a better process to handle this situation.

Plugging the proposed changes into the 2015 permits not including any variable for fences or requests for zoning letters the Building Department would have realized an increase in fees of approximately \$31,000.00. This increase coupled with Liz's .75 of a year salary would be close to enough to re-establish the position of Full Time Clerk to the Building Department. Restoring this position is critical to having a well-run and efficient office. A full time clerk is critical to maintaining an efficient office. It insures more continuity, familiarity & expediency with regards to all building and zoning matters in the Town and Village regardless of the issue. Communication via sticky note lacks efficiency.

We respectfully request that the Town Board consider this information, institute and reinstate the position of Full Time Clerk to the Building & Zoning Department.

Pat Blizniak & Bill Kramer

## Fee Schedule Comparison

	Current	Proposed
1, 2, & Multi fam. Dwellings	\$.25 sq.ft.	\$50 App. Fee + \$.35 sq.ft.
Commercial	\$.25 sq. ft.	\$100 App. Fee + \$.35 sq.ft.
Res. Addition	1 <sup>st</sup> 100sq.ft - \$50.00	\$ 50 App Fee + \$50 1 <sup>st</sup> 100 sq.ft
	\$.25 additional sq. ft.	\$.35 additional sq. ft.
Comm. Addition	1 <sup>st</sup> 100 sq. ft.- \$50.00	\$50 App. Fee+ \$50 1 <sup>st</sup> 100 sq. ft.
	\$.30 additional sq. ft.	\$.35 additional sq. ft.
Alteration/Renovation	\$1 <sup>st</sup> 200 sq.ft \$50.00	\$50 App. Fee + 50 1 <sup>st</sup> 200 sq.ft.
	\$.15 additional sq. ft.	\$.35 additional sq. ft.
Accessory Buildings	1 <sup>st</sup> 100 sq.ft. \$35.00	\$35 App. Fee + \$.15 sq. ft.
	\$.10 additional sq.ft.	
Accessory Structure - Same as Accessory Buildings		
Signs (permanent)	\$45.00	\$60.00
Signs (temp) no change	\$25.00	
Above Ground Pools/ ponds	\$25.00	\$50.00
In Ground Pools	\$85.00	\$100.00
Generator	\$40.00	\$50.00
Solar Panels	\$40.00	\$50.00
Fence	NA	\$50.00
C of O with no permit	\$20.00	\$40.00
Zoning Letter	NA	\$40.00
ZBA/Special Use Hearing	\$75.00	\$100.00

Permit Summary Audit Report By Permit Number for

1/1/15 - 11/19/15

Fee	Appl.	Value	Fee Type	Description	Issued	Value
	900 18	5,018,218 <sup>260417</sup>	\$18,618.75 0100	SINGLE FAMILY	18	5,018,218
	720 12	368,887 <sup>175722</sup>	\$1,614.40 0150	ADD TO RESIDENCE	12	368,887
	720 12	752,441 <sup>399350</sup>	\$3,103.13 0151	ADDITION & ALTERATION RESIDENTIA	12	752,441
	180 3	119,083 <sup>63455</sup>	\$455.90 0152	ADDITION & ACCESS STRUCTURE	3	119,083
	1020 17	52,190 <sup>63665</sup>	\$1,282.75 0160	ALTERATION RESIDENTIAL	17	52,190
	180 3	8,580 <sup>9030</sup>	\$209.70 0161	ALTERATION & REPAIR RESIDENTIAL	3	8,580
	660 11	118,240 <sup>1624-</sup>	\$1,369.60 0162	REPAIR RESIDENTIAL	11	118,240
	60 1	10,360 <sup>29260</sup>	\$175.40 0163	REPAIR - NON RESIDENTIAL	1	10,360
	100 1	191,634 <sup>117670</sup>	\$840.50 0200	AMUSEMENT, SOCIAL & RECREATION	1	191,634
	100 1	16,800 <sup>588-</sup>	\$420.00 0206	COMMERCIAL - OTHER	1	16,800
	100 2	13,320 <sup>279-</sup>	\$235.20 0218	COMMERCIAL ACCESS STRUCTURE	2	13,320
	50 1	1,476 <sup>3420</sup>	\$57.80 0219	COMM ACCESS STRUCT ADDITION	1	1,476
	660 11	386,855 <sup>1173830</sup>	\$5,097.40 0222	COMMERCIAL - ALTERATION	11	386,855
	60 1	77,470 <sup>264145</sup>	\$1,276.05 0224	COMMERCIAL ADDITION & ALTERATIO	1	77,470
	950 19	234,174 <sup>253530</sup>	\$2,041.60 0300	DETACHED GARAGE	19	234,174
	60 1	2,880 <sup>3080</sup>	\$63.20 0301	DET GAR ALTERATION	1	2,880
	120 2	314,750 <sup>169260</sup>	\$1,067.20 0310	ATTACHED GARAGE	2	314,750
	300 3	9,090 <sup>5180</sup>	\$164.40 0320	ADD TO GARAGE- RESIDENTIAL	3	9,090
	100 2	41,184 <sup>48480</sup>	\$188.20 0340	COMMERCIAL STORAGE BLDG	2	41,184
	50 2	120,480 <sup>1491-</sup>	\$1,029.00 0425	INDOOR RIDING ARENA	2	120,480
	2400 48	387,168 <sup>488325</sup>	\$4,492.40 0430	ACCESSORY BUILDING	48	387,168
	120 2	28,800 <sup>56560</sup>	\$190.40 0431	ACCESSORY BUILDING REPAIR	2	28,800
	780 13	21,723 <sup>48930</sup>	\$624.60 0434	ACCESS STRUCT - ALTER & REPAIR	13	21,723
	2300 46	128,337 <sup>86235</sup>	\$2,167.50 0435	ACCESSORY STRUCTURE	46	128,337
	1	360 <sup>50-</sup>	\$35.00 0436	ACCESSORY STRUCTURE & ALTERATI	1	360
	1	0 <sup>100-</sup>	\$50.00 0449	DEMOLITION -PARTIAL DWELLING	1	0
	3	0 <sup>300-</sup>	\$150.00 0450	DEMOLITION - SINGLE FAMILY HOUSE	3	0
	3	0 <sup>300-</sup>	\$100.00 0454	DEMOLITION - ALL OTHER BUILDINGS	3	0
	7	221,000 <sup>700-</sup>	\$595.00 0485	POOL - INGROUND	7	221,000
	1	7,600 <sup>50-</sup>	\$25.00 0486	PONDS	1	7,600
	12	0 <sup>720-</sup>	\$540.00 0489	A-FRAME SIGN	12	0
	16	34,940 <sup>1440-</sup>	\$1,080.00 0490	SIGN (24 signs total)	16	34,940
	35	475 <sup>875-</sup>	\$875.00 0493	TEMPORARY SIGN	35	475
	2	3,600 <sup>100-</sup>	\$50.00 0494	POOLS - ABOVE GROUND	2	3,600
	2	1,000 <sup>100-</sup>	\$70.00 0500	SOLID FUEL APPLIANCE	2	1,000
	9	37,028 <sup>450-</sup>	\$360.00 0501	GENERATOR	9	37,028
	2	0 <sup>40-</sup>	\$40.00 0605	SPECIAL PERMIT	2	0
	24	0 <sup>6939-</sup>	\$6,939.00 0700	RENEW/REISSUE	24	0
	18	0 <sup>3600-</sup>	\$3,600.00 0730	RECREATION/PARK FEE	18	0
	2	0 <sup>102-</sup>	\$102.00 0820	FEE - DOUBLED	2	0

Used same fees as current

370	8,730,143	\$61,396.08
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370	8,730,143
-----	-----------

\$12690

\$80,481.15

\$93,171.15

**TOWN OF AURORA/VILLAGE OF EAST AURORA**  
**APPROVED BUILDING PERMIT FEE SCHEDULE**

January 2011

<u>ONE, TWO &amp; MULTIPLE FAMILY DWELLINGS</u> .....	\$ .25 square foot
Recreation/Park Fee .....	\$ 200.00

*A 50 App Fee + .35 sq. ft.*

NOTE: - Floor area shall not include cellar, non-habitable basement, non-habitable attic, or carport but shall include a built-in or attached accessory garage.

- Floor area shall be based upon outside dimensions of the building.

<u>NONRESIDENTIAL BUILDINGS: (Commercial)</u> .....	\$ .25 square foot
---	--------------------

*\$ 100 App Fee .35*

NOTE: The permit fee for a building occupied in part for residential use and in part for nonresidential use shall be the sum of the two occupancy fees calculated separately: Volume shall include basement, cellar and sub-cellar but shall not include a crawl space or an attic space no part of which exceeds 5 feet in height. Volume shall be based upon outside dimensions of the building.

<u>ADDITIONS: (Residential) - Enclosed porch (year round), greenhouse, rooms,</u>		
attached and built-in garages up to 100 square foot.....	\$50.00	<i>60.00</i>
Each additional square foot.....	\$ 0.20	<i>.35</i>

*+ Plan Review  
50 App Fee*

NOTE: - Floor area shall not include cellar, non-habitable basement, non-habitable attic, or carport but shall include a built-in or attached accessory garage.

- Floor area shall be based upon outside dimensions of the building.

ADDITIONS: (nonresidential/commercial)

First 100 square feet .....	<del>\$ 50.00</del>	<i>100</i>
Each additional square foot .....	\$ 0.30	<i>.35</i>

NOTE: The permit fee for a building occupied in part for residential use and in part for nonresidential use shall be the sum of the two occupancy fees calculated separately: Volume shall include basement, cellar and sub-cellar but shall not include a crawl space or an attic space no part of which exceed 5 feet in height. Volume shall be based on outside dimensions of the building.

ALTERATIONS/REPAIR/RENOVATION: (residential and nonresidential)

Up to 200 square feet .....	\$50.00	<i>60</i>
Each additional square foot .....	\$ .15	<i>.35</i>

ACCESSORY BUILDINGS: (residential and nonresidential)

Detached garages, barns, sheds...up to 100 square foot...\$35.00 50  
Each additional square foot ..... \$ .10 15

ACCESSORY STRUCTURES: (residential and nonresidential)

Decks, carports, open shelters, roof...up to 100 square feet.....\$35 50  
Each additional square foot.....\$ .10 15

Signs.....Permanent \$45.00 60 Temporary \$25.00

Above ground pools/Ponds..... \$25.00 50

In ground pools..... \$85.00 100

Solid fuel appliances..... \$35.00 - 50

Antennas, towers, satellites..... \$30.00 - 100

Fuel tanks..... \$30.00 - 50

Antique car..... \$30.00 - 50

Generator..... \$40.00 - 50

OTHER: Fence \$40.00 50  
Solar Panels

Demolitions..... Over 500 square feet.....\$50 100

Move Buildings..... \$50.00 100

Special Use..... \$75 for ZBA + \$10 for actual permit 100 + 20  
ZBA \$100

CERTIFICATE OF OCCUPANCY:

Where no building permit has been issued and none is required, the fee for a Certificate of Occupancy shall be ..... \$20.00 40  
zoning letter 40

REISSUE: Extend expired permits ..... same as original permit fee  
Pools ..... Full fee

PENALTIES: Construction commencement without permit issue.....DOUBLE PERMIT FEE

ESTIMATED CONSTRUCTION COST

for keeping a yearly comparison only

Dwelling including att. or blt-in garage .....\$ 67.5 per sq ft  
Addition to Dwelling ..... 62.50 " " "  
Garage with 2nd floor ..... 21 " " "  
Garage only ..... 15 " " "  
Pole construction ..... 12 " " "  
Floating Slab ..... 10 " " "  
Alteration/Renovation..... 10 " " "  
Deck w/roof ..... 7.5 " " "  
Carport ..... 7 " " "  
Storage Shed w/o foundation ..... 9 " " "  
Deck ..... 4.5 " " "  
Commercial work..... New.....\$57 (frame built lower by 25%)  
Addition...\$50

Kennel permit ↑ (Colden \$100)  
Re Roof?  
Windmill? (Colden \$40)



**Town of Aurora  
Department of Parks & Recreation**

300 Glead Avenue  
East Aurora, New York 14052

WS-10 52-8866  
52-5646  
rora.com  
[www.aurorarec.com](http://www.aurorarec.com)

To: Town Board  
From: Chris Musshafen  
Date: 3/15/16  
Re: Part Time Clerks

Approval is requested to change Dawn DiFilippo and Patty Monroe from Clerk Typist PT to Clerk PT Seasonal for 5 months beginning April 4<sup>th</sup>. This change enables Patty and Dawn to work more than 19 hours in a week so they can cover each other's vacation days. Changing to seasonal complies with Erie County Personnel regulations and does not impact the budget.