

Memo

WS-3

To: Town Board
From: Patrick Blizniak
CC:
Date: 11/12/2013
Re: Building Dept. start time

I received a directive last week to reschedule my start time to 8:30. As the Department Head of the Building department as well as overseeing the Building Maintenance Department for all town buildings, I find this schedule inappropriate and counterproductive. Scheduling work for Dan and Mike must be done daily, and prior to their starting the day. Weather is a big factor in determining what and where they will be working and is decided first thing every morning. Getting a jumpstart on scheduling their workload prior to the normal work day hours is paramount to being productive, not to mention minimizing the disruption of other employees and tenants work day. The same holds true for my assumed duties. Plowing through the mountain of paperwork and scheduling that day's duties for both Departments, without constant interruptions, is only possible prior to normal working hours and necessary to do both jobs. With a reduced clerical staff, any slack must be made up by Bill and me. Rest assured that, this office is still open until 4:30, and if we are out on inspections, we are still just a phone call away. So, I propose a start time of: Mike 8:00; Bill 7:30; Dan and I, 7:00, with Dan having flexible hours to do carpets, snow removal etc. When Liz goes to seasonal part time, Bill and I will assume the extra work and hours. If you have any questions or comments, or clarifications, feel free to call me anytime.

Patrick Blizniak

WS-4

Memo

To: Town Board
From: Patrick Blizniak
CC: Ron Bennett
Date: 8/20/13
Re: Air Balancing and distribution at Windham

We received 3 quotes to inspect and adjust the air balancing of the air distribution system at Windham. We have experienced countless problems in this large area resulting in drastic temperature changes in different areas of the same room. It was recommended to have the system checked and balanced to alleviate this problem. Mr. Dick Glover is familiar with this process and be happy to answer any questions you may have.

American Air Balance Co.	\$2500
A D & M	\$2700
John W. Danforth Company	\$3100

Thank You,

Patrick Blizniak

PROPERTY MAINTENANCE CODE

WS 5

§65-24. Intent

It is the intent of the Town of Aurora, as an exercise of its police power, to promote the general health, safety and welfare of the residents and inhabitants of the Town of Aurora by enacting this article for the adoption of the New York State Uniform Prevention Code and Building Code, *including but not limited to: BUILDING CODE OF NEW YORK STATE, FIRE CODE OF NEW YORK STATE, RESIDENTIAL CODE OF NEW YORK STATE, EXISTING BUILDING CODE OF NEW YORK STATE, PROPERTY MAINTENANCE CODE OF NEW YORK STATE, MECHANICAL CODE OF NEW YORK STATE, PLUMBING CODE OF NEW YORK STATE, FUEL GAS CODE OF NEW YORK STATE. AND THE ENERGY CONSERVATION CODE OF NEW YORK STATE.*

**** Please note: §65-27. Penalties for offenses:** Appears to be consistent with those described for violations rather than misdemeanors. Prosecuting under the penalties for misdemeanors has been brought up on numerous occasions as a reasonable reason to deny further legal proceedings.

SIDEWALKS

WS 6

Definitions.

The following definitions shall apply in the interpretation and enforcement of this division:

(1) The term "sidewalk," as used herein, shall include any sidewalk adjoining any public street. The term shall not include any portion of any driveway between the street and the proposed or existing walk, or any crosswalk.

(2) The term "person," as used herein, shall be interpreted and construed to mean and to include any firm, corporation, partnership, voluntary association and organization of every nature, as well as individuals.

Permit required.

A permit shall be obtained from the Town of Aurora Building department prior to commencement of construction, repair, reconstruction or removal of any sidewalk within the Town. Permit fees for sidewalks shall be set by Town Board resolution. No permit shall be required for repair of sidewalks less than fifty (50) square feet in area.

Standards for construction, repair and reconstruction.

The following standards shall be adhered to for all sidewalk construction, repair or reconstruction:

(1) The Town Engineer shall establish the line, grade, slope and design standards for all sidewalk construction, repair or reconstruction.

(2) All sidewalks shall be made of cement limestone mix in accordance with specifications provided by the Town Engineer.

(3) All sidewalks shall be located within the street right-of-way and adjacent to the property line, except that all reasonable effort shall be made to avoid cutting trees. In

no case, however, shall sidewalk constructed under the provisions of this division be located on private property.

(4) All sidewalks shall be constructed five (5) feet wide on local streets, major streets and state trunk-lines, with local and major streets and state trunk-lines being defined in accordance with the street system map of the Town as prepared by the Town of Aurora Engineer

Unsafe sidewalks; duty of property owners.

No persons shall permit any sidewalk which adjoins property owned by him to fall into a state of disrepair or to be unsafe.

New construction.

All new development occurring within the Town which is adjacent to a public street where sidewalks do not presently exist, shall provide for the construction of sidewalks in

accordance with the requirements of Sections _____ Provision, for such sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of plans submitted for obtaining a building permit. Such newly constructed sidewalk shall be paid for entirely by the property owner unless otherwise determined by resolution of the Aurora Town Board.

Sidewalk construction, repair, or reconstruction-Not in conjunction with a street project.

(a) Whenever the Superintendent of Building or Building Inspector determines that a sidewalk is defective or unsafe for use, or where it is determined that new sidewalk construction is required to provide reasonable public access for pedestrian traffic, or whenever any property owner abutting a public street submits a written petition requesting sidewalk construction, repair or reconstruction, the Superintendent of Building or Building Inspector shall make a report of such determination to the Town Board. The report shall be in conformance with the Code of the Town of Aurora.

(b) Property owners may complete the sidewalk construction, repair or reconstruction themselves or through their contractor, provided they notify the Town and secure a sidewalk permit by the date specified in the "Notice of Sidewalk Repair or Construction" sent to the property owner by the Town Board; and, further provided, that all such work is completed within thirty (30) days of said date. After the thirty-day period, the permit shall be invalid and the Town shall construct, repair or reconstruct the sidewalk and charge the property owner in accordance with the provisions of this Code.

(c) The cost for new sidewalk construction, where no sidewalk has existed before, or for sidewalk repair or reconstruction shall be borne one hundred (100) per cent by the abutting property owner.

(d) All sidewalk assessments determined under this section shall be due, payable, and collectible and shall become a lien on the property in the same manner as a special assessment under this Code. Whenever the Town Board shall consider the necessity for construction, reconstruction or resurfacing of a public street, the Town Board shall also consider the necessity for construction, repair or reconstruction of sidewalk. Whenever feasible, such sidewalk work shall be completed in conjunction with the street project as finally approved by the Aurora Town Board

Sidewalk repair, rebuilding or construction for which property owner is liable.

(a) Under no circumstance shall the Town of Aurora pay for any portion of the cost of sidewalk construction, repair or reconstruction where a sidewalk has been damaged by willful misuse or carelessness as could perceivably occur with heavy construction equipment, moving vans or similar items. For such costs, the abutting property owner shall be one hundred (100) per cent liable and responsible.

(b) Where construction of otherwise satisfactory sidewalk is desired by an abutting property owner of his own convenience, for example, the lowering of grade to by such property owner.

WS 8

CONTRACT AND AGREEMENT

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

SCOPE OF WORK

Enter description of work to be done: _____

COVENANT

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

CONTRACT INCLUDES

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

RATE OF PROGRESS AND TIME OF COMPLETION

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

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

_____ CALENDAR DAYS FROM THE DATE OF THIS AGREEMENT

PAYMENT

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

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

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

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

EXECUTION OF CONTRACT

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

TOWN OF AURORA

By: _____, Supervisor

ABC COMPANY, INC.

By: _____

Title: _____

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

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.

IMPORTANT NOTICE - NEW YORK CONTRACTORS

As a condition of continuing to provided General Liability insurance coverage to its Contractor Policy insureds, NGM requires that you obtain a hold harmless agreement from each subcontractor you engage to do work on your behalf. The form shown below is acceptable, but if you prefer the use of another format that achieves the same objective as suggested by PIA, IANY or your business attorney, we can accept that format.

INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT

A. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law,

_____, ("Subcontractor")
agrees to defend, indemnify and hold harmless

~~_____~~, (~~General Contractor~~) and

TOWN OF AURORA, ("Owner"), (if any),
its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of Subcontractor, in connection with performance of any work by Subcontractor, its officers, directors, agents, employees and subcontractors.

B. INSURANCE

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

Subcontractor: _____

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Any Agent 123 Any Street Anytown NY Zip	CONTACT NAME: Agent Name
	PHONE (A/C No. Ext): 716-123-4567 FAX (A/C No.):
INSURED Sample Form Sub Contractor 123 Any Town Anytown NY zip	INSURER(S) AFFORDING COVERAGE
	INSURER A: Insurance Company
	INSURER B: Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: sample master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X Y	Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS		Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		Policy Number	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Policy Number	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Town of Aurora is additional insured on a primary & noncontributory basis. Waiver of Subrogation applies.

CERTIFICATE HOLDER	CANCELLATION
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652-3507

Town of Aurora
300 Glead Avenue
East Aurora, NY 14052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agent Signature