



TOWN OF AURORA  
OPEN DEVELOPMENT AREA APPLICATION

To Be Completed By Applicant

6A

PETITIONER: Name: ANDREW ROMANOWSKI - ARR HOLDINGS, LLC  
Address: 4737 CAMP ROAD  
HAMBURG NY 14075  
City State Zip  
Phone: 716 998 1801 Fax: 716 646 0249  
E-Mail: ANDREW@ALLIANCEHOMES.COM

PROPERTY OWNER (if different from petitioner):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Ph. No. \_\_\_\_\_

PROJECT ADDRESS: EMERY ROAD 187.00-04-52.12  
No. Street SBL No.

PROJECT DESCRIPTION: PROPOSED 2 LOT ODA ON 11.23 ACRES OF LAND  
LOCATED ON EMERY ROAD NORTH SIDE WEST  
OF CENTER STREET FOR 2 FUTURE SINGLE  
FAMILY DWELLINGS

Signature of Applicant: [Handwritten Signature]

State of New York ) :SS:  
County of Erie )

On the 11<sup>th</sup> day of June, in the year 2014, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Romanowski personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]  
Notary Public

JENNIFER L. SEYMOUR  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 8/5/2014

OFFICE USE ONLY:  
File #: \_\_\_\_\_ Number of Lots \_\_\_\_\_ Total Acreage \_\_\_\_\_ Zoning \_\_\_\_\_  
Open Development Area Review Application Fee \$ \_\_\_\_\_  
Materials Received by  
Town Clerk & Fee Paid \_\_\_\_\_  
Accepted by \_\_\_\_\_ Date \_\_\_\_\_

TOWN OF AURORA 5 SOUTH GROVE STREET, EAST AURORA, NY 14052  
(716) 652-3280 FAX (716) 652-3507 www.townofaurora.com

Narrative description for the 2 Lot Open Development Area (ODA) proposed on 11.23 acres at tax parcel 187.00-04-52.12 Emery Road in the Town of Aurora New York for access and utilities.

#### VEHICULAR INGRESS / EGRESS

As part of the proposed development, the intent will be to service the both lots with ingress and egress along a shared 12 foot wide common driveway that will be constructed to support both owners and emergency vehicle (if necessary) use. That part of the drive which branches off to serve Lot 2 will be owned and maintained in whole by Lot 2. That part of the drive up to the point that separates to Lot 2 will be owned by Lot 1 but maintained by both Lot 1 and Lot 2. Title of the main part of the driveway that has the access point to Emery Road will be with Lot 1. A suggested maintenance agreement between both lots will be submitted to the Town for review and acceptance.

#### UTILITIES

Each lot will have separate public and private utilities. Public utilities available at Emery Road include, but not limited to potable water, gas, electric, cable and telephone. Each lot will have separate private waste disposal systems that will require approval from Erie County Health Department.

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



towncl

GB

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

Agenda

TOWN COUNCIL MEMBERS

June 12, 2014

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

To: Town Board Members

I respectfully request to Town Board authorize the purchase of an estimated 300 tons of 2" screened gravel. This will be purchased at Waterman's Gravel for \$7.70 per ton. The price is from the Erie County Bid book.

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

This gravel will be used at Knox State Park athletic fields to construct a 450' X 12' driveway to provide the polo field with rain proof access to park campers and horse trailers for the upcoming polo match.

SUPT. OF BUILDING  
Patrick J. Blizniak  
(716) 652-7591  
[building@townofaurora.com](mailto:building@townofaurora.com)

The stone will be paid for out of A7189.444 Knox Field Supplies. The cost will be reimbursed to the Town by the equestrian society.

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

The driveway has been approved by New York State Parks.

DIR. OF RECREATION  
Peggy M. Cooke  
(716) 652-8866  
[peggy@townofaurora.com](mailto:peggy@townofaurora.com)

Sincerely,

$300 \times 7.70 = 2310^{00}$

TOWN ATTORNEY  
Ronald P. Bennett

David M. Gunner  
Superintendent of Highways

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

Does this price include delivery  
who is spreading the stone

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

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS  
CONSTRUCTION AND MAINTENANCE MATERIALS  
SUMMER BID SUMMARY

LAST UPDATE

2/21/2014

SECTION 700 - MATERIALS AND MANUFACTURING

Section 703 - Aggregates - Crushed Gravel													
Item 703-0203 - Screened Gravel													
Name of Bidder	Type 1 Gravel	Type 2 Gravel	Type 3 Gravel	#1 Gravel (screened & washed)	#1A Gravel	#1ST Gravel	#2 Gravel (screened & washed)	#1 & 2 Mixed Gravel	Bank Run	1" Crusher Run, or Screened	2" Crusher Run, or Screened Type 4	3" Crusher Run, or Screened Type 1)	Plant/Pit Location
Buffalo Crushed Stone	\$7.20	\$7.30	NB	\$7.10	\$6.80	NB	\$7.30	NB	NB	NB	NB	NB	Franklinville, NY
Cambria Asphalt Prod.	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	NB	\$30.00	\$30.00	NB	NB	NB	NB	Lockport
Country Side Sand & Gravel	nb	nb	nb	\$12.95	\$10.05	nb	nb	nb	nb	nb	\$10.50	\$10.50	SR 62, S.Dayton, NY
Country Side Sand & Gravel									\$6.95	nb	\$8.25	\$8.25	At remote deposit/ make arrangements in advance
D&H Excavating									\$5.25	\$7.00	\$5.75	\$5.75	Martin & McKinstry Rd
Germatt									\$7.80	NB	\$9.10	\$9.10	SR 98 Sandusky, NY
Germatt									\$6.80	NB	\$8.10	\$8.10	At remote deposit/ make
Germatt	NB	NB	NB	\$8.80	\$7.30	NB	\$9.30	NB	\$6.55	NB	\$7.85	\$7.85	Chaffee
Germatt	NB	NB	NB	\$10.15	\$9.95	NB	\$11.40	NB	\$8.05	NB	\$9.35	\$9.35	Springville
Germatt									\$6.80	NB	\$8.10	\$8.10	At remote deposit/ make
Germatt									\$8.25	NB	\$10.70	NB	Gowanda
Germatt									\$8.25	NB	\$10.30	\$10.30	Hanover
Dan Germatt Gravel									\$8.25	NB	\$10.85	\$10.85	Collins
Dan Germatt Gravel									\$7.25	NB	\$9.85	\$9.85	At remote deposit/ make arrangements in advance
Glacial Materials	\$8.00	\$6.75	\$8.00	\$8.45	\$6.95	NB	\$6.75	\$8.00	NOTE 1	NB	NOTE 1	NB	Rt. 16 Delevan
LaFarge NA				\$7.00	\$7.00	NB	\$6.25	NB	\$6.00	NB	\$8.00	NB	Delevan, NY
United Materials	\$12.90			\$12.35	\$12.45		\$11.65	\$12.65	\$7.90				Alexander, NY
Waterman's Gravel	NB	NB	NB	\$8.65	\$9.50	13.00	10.50	10.75	6.00	9.75	7.70	7.55	E. Concord
NOTE 1: Rt 242 Machias													

TO: The East Aurora Town Board of Directors  
Gregory Brown, Manager, Knox Farm State Park  
Sue Friess, Councilwoman  
Jolene Jeffe, Councilwoman,  
David Gunner, Town of Aurora Highway Dept.

DATE: June 12, 2014

**PROPOSAL TO IMPROVE THE FOOTING FOR THE EXISTING LANE BEHIND TREE LINE AT  
THE CHUR EQUESTRIAN CENTER, KNOX FARM STATE PARK**

On behalf of the Friends of Knox Park Polo Committee, the Western Chapter of the NYS Horse Council, and the East Aurora Driving Society, I would like to propose improving the lane behind the tree line on the south side of the Chur Equestrian Center. With the upcoming Knox Farm State Park Polo & Champagne Brunch, scheduled for July 19<sup>th</sup>, 2014, we need to be able to guarantee that deliveries can be made without tearing up the field. Several areas along that lane are quite wet and I have gotten my truck stuck there in July, more than once, when preparing for the Marathon at the East Aurora Carriage Drive & Competition. Firm footing on the lane will give the delivery trucks, ease of access to the Champagne Brunch Hospitality Tent. If all goes well this year, the Polo Committee plans to make Polo an annual event, which will benefit the Village of East Aurora in numerous ways.

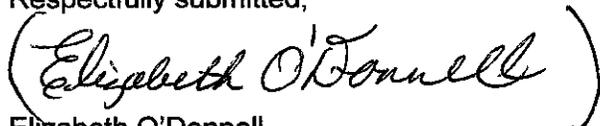
- STERLING TENT: delivery of the 40' x 120' hospitality tent, tables, chairs
- INDIGO PRODUCTION: delivery of the speaker tower for the Public Address system
- ROYCROFT INN: delivery of the everything required to cater the Champagne Brunch
- PASQUALIES: food truck to serve the public
- NORTHTOWN – Land Rover & Porsche: automobiles of our sponsor, displayed near the hospitality tent
- Guests walking from the parking area to the hospitality tent for the Champagne Brunch

This will be a capital improvement to Knox Park for all future users of the Chur Equestrian Center.

The proposal is to improve the existing lane by adding a gravel base. Starting at the driveway into the Chur Equestrian Center, turn left and going East 450 feet behind the tree line. This would involve placing fabric down to keep the gravel from sinking, adding 300 tons of #2 screened gravel at a depth of 8in., 12 feet wide. This will allow heavy delivery vehicles to access the hospitality area, midway of the Polo Field. David Gunner priced the gravel expense at \$1800-\$2000 and I, Elizabeth O'Donnell, will personally guarantee to donate the full cost of the gravel and fabric, through the sales of our TOPS GIFT CARD program, the generosity of the Polo Committee and members & friends of the Equestrian community.

We would like to see this project start as soon as possible to have it completed by the July 19<sup>th</sup> for the Knox Polo Cup Event.

Respectfully submitted,



Elizabeth O'Donnell

Friends of Knox Farm State Park. Board of Directors  
Friends of Knox Farm State Park, Polo Committee  
East Aurora Driving Society Board of Directors, Treasurer  
716-380-5724

To: Marsha Librock  
Date: 6/19/14  
Subject: Service Road

Hello, we have reviewed the area at Knox Farm State Park Polo Field with Liz O'Donnell for the proposed service road. We feel that that a road in that area would be very useful for upcoming and future events. You have State Parks permission to proceed with the road as planned.

Thank you,

Gregory Brown  
Park Manager II  
Evangola State Park  
Knox Farm State Park

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



TOWN CLERK

TOWN

6C

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

Agenda

TOWN COUNCIL MEMBERS

June 12, 2014

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

To: Town Board Members

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

I respectfully request the Town Board authorize the sealing and striping of both the East Aurora Library parking lot and the Duck Duck Goose Parking lot.

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

I have requested 4 companies proposals:  
Robinson Paving- declined to bid  
Occhino Paving- declined to bid  
Northeast Paving- \$2657.00  
Tom Greenauer Development- \$1626.00

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

My recommendation based on the lowest bid is Tom Greenauer Development. This should be paid to the following budget lines:  
Duck Duck Goose parking lot- ~~\$398.00~~ ER1621.422 Buildings & Grounds R&M  
East Aurora Library- \$1228.00 A1620.422 Buildings & Grounds R&M

SUPT. OF BUILDING  
Patrick J. Blizniak  
(716) 652-7591  
[building@townofaurora.com](mailto:building@townofaurora.com)

ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

Sincerely,

DIR. OF RECREATION  
Peggy M. Cooke  
(716) 652-8866  
[peggy@townofaurora.com](mailto:peggy@townofaurora.com)

TOWN ATTORNEY  
Ronald P. Bennett

David M. Gunner  
Superintendent of Highways

TOWN JUSTICE  
Douglas W. Marky  
Jeffrey P. Markello

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Robert L. Goller  
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FAX: (716) 652-3507  
NYS Relay Number:  
1(800) 662-1220



**Tom Greenauer**  
DEVELOPMENT, INC.  
SITE CONTRACTOR

# Proposal

18665

PO. BOX 250  
SPRINGBROOK, NEW YORK 14140-0250  
TELEPHONE 716 675-9434  
FAX 716 675-4739

Town of Aurora  
251 Quaker Road  
East Aurora, NY 14052  
ATTN: Dave Gunner, Highway Superintendent  
Email: highway@townofaurora.com

June 10, 2014

RE: Duck Duck Goose Parking Lot in Front of Town Hall

**A. Duck Duck Goose Parking Lot in Front of Town Hall**

1. Clean all areas free from loose debris.
2. Install one coat of coal tar emulsion sealer.
3. Install parking control stripes per existing layout.

A: \$ 398.00

**B. Town Library**

1. Clean all areas free from loose debris.
2. Install one coat of coal tar emulsion sealer.
3. Install parking control stripes per existing layout.

B: \$1,228.00

**Exclusions:**

1. NYS sales tax.
2. Replacement of any bumpers.

**Inclusion:**

1. NYS prevailing wage

Note: Both jobs are figured to be done at the same time.

We propose to furnish labor and material — complete in accordance with above specifications.

Payment to be made as follows: Upon Requisition  
If proposal is accepted, please sign & return one copy.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

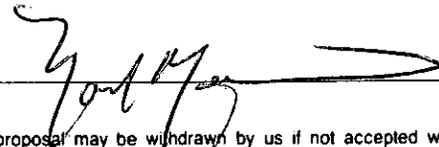
Date of Acceptance \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Respectfully submitted —

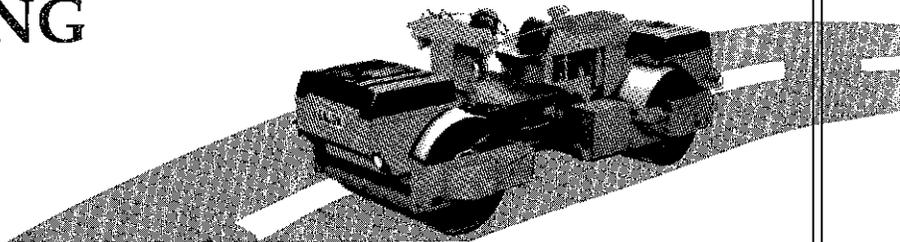
**Tom Greenauer**  
DEVELOPMENT, INC.  
SITE CONTRACTOR

By  \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 10 days.

# NORTHEAST PAVING

Division of Northeast Diversification Inc.  
2 Cadby Industrial Park, Lancaster, NY 14086  
Tel: (716) 681-8879 • Fax: (716) 681-3407  
Website: www.northeastpaving.com  
Paving Contractors - Sealing - Striping  
Commercial Industrial - Site Work Subdivisions  
Commercial Snow Removal



## Proposal

Date: 6/5/2014

TO: Town of Aurora  
251 Quaker Rd  
East Aurora, NY 14052  
Attn: David Gunner

Estimate # 2035  
Phone (716) 652-4050  
Fax (716) 652-1123  
Alt. Phone (716) 983-0313  
E-mail highway@townofaurora.com

Northeast Paving is pleased to submit the following Quotation:

### Seal & Stripe

Sealing - Library	1,364.00
Sealing - Duck, Duck, Goose	543.00
1. Edge, power blower - wire broom areas to be sealed	
2. Prep gas and oil spots with Petro Seal	
3. Spray vegetation with environmentally approved vegetation control	
4. Apply one coat of coal tar sealer containing 2lbs of sand per gallon of sealer with latex additive for added durability	
Striping - Library	525.00
Striping - Duck, Duck, Goose	225.00
1. Restripe per existing layout	

NOTE: Prices subject to NYS Sales Tax - applicable tax not included in bid price.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **\$2,657.00**  
Dollars (\$ \_\_\_\_\_ )

Payment to be made as follows:

In full within 15 calendar days of completion.

All material is guaranteed to be as specified. All work completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Rex Cooley*

Note: This proposal may be withdrawn by us if not accepted within 15 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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



TOWN CLERK  
Martha L. Libroek  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

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

GD

TOWN COUNCIL MEMBERS

June 20, 2014

Susan A. Friess  
[sfriess@townofaurora.com](mailto:sfriess@townofaurora.com)

Jeffrey T. Harris  
[jharris@townofaurora.com](mailto:jharris@townofaurora.com)

Jolene M. Jeffe  
[jjeffe@townofaurora.com](mailto:jjeffe@townofaurora.com)

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

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

SUPT. OF BUILDING  
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ASSESSOR  
Richard L. Dean  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

DIR. OF RECREATION  
Peggy M. Cooke  
(716) 652-8866  
[peggy@townofaurora.com](mailto:peggy@townofaurora.com)

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

To: Town Board Members

I have compiled below a cost estimate as of June 23, 2014 of the ongoing Mill Road scenic overlook. Due to an underestimate of the amount of dirt fill I will need Town Board authorization to proceed with the project on Tuesday June 24, 2014.

6/12/2014 Strip topsoil D6 Dozer with operator- \$1380.00  
1 roll of Miraflex 500 purchased from K&S Supply \$500.00\* (estimated)  
**Total-\$1780.00**

6/14/2014 Placement of Dirt Fill 66 loads @\$75.00 - \$4950.00  
D6 Dozer with operator- \$1380.00  
10Ton Roller with operator- \$1150.00  
**Total-\$7480.00**

6/15/2014 Placement of Dirt Fill 67 loads @\$75.00- \$5025.00  
D6 Dozer with operator- \$1380.00  
10Ton Roller with operator-\$1150.00  
**Total-\$7555.00**

6/16/2014 Placement of Dirt Fill 80 loads @\$75.00-\$6000.00  
D6 Dozer with operator- \$1380.00  
10Ton Roller with operator-\$1150.00  
**Total-\$8530.00**

6/23/2014 Placement of Dirt Fill 50 loads @75.00-\$3750.00 (this finishes fill portion of the project)  
D6 Dozer with operator- \$1380.00  
10Ton Roller with operator-\$1150.00  
**Total- \$6280.00**

Project Total through 6/23/2014  
263 loads of fill- \$19725.00 (fill estimate submitted by C&S engineering was 130 loads) this is \$9975.00 over budget.  
Equipment & Fabric Total- \$11900.00 at this stage we are \$87.00 under budget  
**Total: \$31625.00**

The estimate cost to finish this project after 6/23/2014 is the following:

Stone delivered from County line Stone- \$3500.00 (price from Erie County Bid)

Equipment hired American Paving- \$8114.00 (price from Erie County Bid)

Hydro seed-\$750.00 purchased from John Deere Landscapes\*(estimated)

Total: **\$12364.00**

Total project cost if approved to complete is estimated at: **\$43989.00**

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Gunner', with a large loop for the 'D' and a horizontal flourish at the end.

David M. Gunner  
Superintendent of Highways

**Mill Road Overlook  
Town of Aurora**

Note: The work estimated is based on a fill quantity of 3,000 CY. Additional cost will be incurred for fill volume beyond the 3,000 CY estimated.

	Qty	Unit	Rate*	Total
1 Install approximately 600 LF of silt fence & sock supplied by others.				
a. Laborer	8	Hour	\$ 82.75	\$ 662.00
b. Loader- 2.5 yards w/Operator	1	Day	\$ 975.00	\$ 975.00
2 Strip & stockpile topsoil				
a. D6 Dozer w/Operator	2	Day	\$ 1,380.00	\$ 2,760.00
3 Supply & place 3,000 CY dirt fill.				
a. D6 Dozer w/Operator	3	Day	\$ 1,380.00	\$ 4,140.00
b. Roller w/Operator	3	Day	\$ 1,150.00	\$ 3,450.00
4 Respread stripped topsoil (4" to 6").				
a. D6 Dozer w/Operator	1	Day	\$ 1,380.00	\$ 1,380.00
5 Place Mirafi 500X (500 SY) and crusher run stone (250 Ton) supplied by others.				
a. Roller w/Operator	1	Day	\$ 1,280.00	\$ 1,280.00
b. D6 Dozer w/Operator	1	Day	\$ 1,380.00	\$ 1,380.00
6 Landscaping				
a. Loader - 2.5 yards w/Operator	2	Day	\$ 975.00	\$ 1,950.00
b. Laborer	16	Hour	\$ 82.75	\$ 1,324.00
c. Rock hound	8	Hour	\$50.00	\$ 400.00
d. Harley Rake	8	Hour	\$ 50.00	\$ 400.00
			<b>Total Cost</b>	<b><u>\$ 20,101.00</u></b>

Flagman	8	Hour	\$ 82.75	\$ 662.00
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\* All unit rates include 15% overhead & profit.

**Exclusions:**

- i. Silt fence and sock is supplied by others.
- ii. #2 crusher run stone (est. 250 T) is supplied by others.
- iii. Topsoil import, if required, is supplied by others.
- iv. Mirafi 500X (500 SY) supplied by others.
- v. Any overtime will be hourly rate times 1.5
- vi. All work **MUST** be completed by June 20, 2014

AMERICAN PAVING & EXCAVATING, INC.  
5880 Thompson Road  
clarence Center, NY 14032

6/2/14

WESTERN NEW YORK REAL ESTATE INFORMATION SERVICES, LLC  
EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT © 2014

6F

1. **PARTIES.** The parties to this Agreement are as follows:

a. **Owner(s):** Town of Aurora ("Owner")  
whose address is: 300 Gleed Avenue East Aurora NY 14052; and  
b. **Broker:** Stephanie Morgan-JRS Morgan Realty LLC ("Broker") whose address  
is: 652 Main Street East Aurora NY 14052. Individually, the Owner or  
Broker may be referred to as the "Party, and collectively the "Parties".

2. **AGREEMENT.** The Parties agree to the following terms and conditions:

a. **Term of Listing and Price.** Owner grants to the Broker the exclusive right to sell or exchange, property located at 44 Jewett Holmwood, East Aurora NY 14052 ("Property") to be sold or exchanged, for the sum of \$ 39,900 or at any such other price or on such other terms to which Owner may reasonably consent starting on JUNE 24, 2014 ("Listing Date") until 11:59 P.M. on SEPT 24, 2014 ("Expiration Date") and to make an offer of cooperation and compensation to all members of the Western New York Real Estate Information Services, LLC Multiple Listing Service ("MLS"). In the event any Seller's, Buyer's agent or broker's agent is not a member of the National Association of REALTORS® ("REALTOR®"), Owner authorizes cooperation and the payment of compensation and the amount of such compensation shall be at the discretion of the Broker, to be determined by the Broker acting for and on behalf of the interest of Owner. The Broker shall submit this listing in a timely manner to the MLS for circulation to all members of the MLS.

b. **Form of Agreement and MLS.** This form of agreement is for use by members of the Western New York Real Estate Information Services, LLC for the placing of property listings into the MLS and cooperation with other lawfully authorized persons. This Agreement consists of five pages, including Attachment A representations, warranties and disclosures about the Property, which is made a part of this Agreement. Submission of this listing and all actions of the Parties with respect to this listing shall be in compliance with all applicable Rules and Regulations of the MLS.

c. **Defined Terms.** This Agreement uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses. Unless otherwise indicated, all defined terms used in this Agreement shall have such meanings throughout, and in all modifications of this Agreement.

3. **AMOUNT OF COMMISSION.** In the case of a sale or exchange of the Property, Owner shall pay the Broker a commission of 6 % or \$ \_\_\_\_\_ of the sale or exchange price of the Property, whichever is greater.

4. **AUTHORIZATION REGARDING MLS PARTICIPATING BROKERS.**

a. Owner authorizes Broker to make a unilateral offer of sub-agency to the participants in the MLS. The commission offered by the Broker to Seller's sub-agents shall be 0 % or \$ \_\_\_\_\_ of the sale, or exchange price of the Property, whichever is greater.

b. Owner authorizes Broker to cooperate with MLS participants who represent purchasers with the understanding that such purchasers agents will be representing only the interest of the prospective purchaser. The commission amount offered by the Broker to purchasers agents shall be 3 % or \$ \_\_\_\_\_ of the sale, or exchange price of the Property, whichever is greater.

c. Owner authorizes Broker to offer Broker Agency to the participants in the MLS. The commission amount offered by the Broker to Broker's Agent shall be 0 % or \$ \_\_\_\_\_ of the sale, or exchange price of the Property, whichever is greater.

Owner(s)' Initials: \_\_\_\_\_

Broker's Initials: \_\_\_\_\_

**2014 YOUTH  
AGREEMENT**

6H

**THIS AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Aurora**, a municipality maintaining offices at **300 Gleed Avenue, East Aurora, New York 14052**, hereinafter called the Contractor.

**WITNESSETH:**

**WHEREAS**, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

**WHEREAS**, the Contractor administers a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

**WHEREAS**, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

**WHEREAS**, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

**NOW THEREFORE**, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.
2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.
3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in the Contractors line item budget or for monies expended by the Contractor beyond the sum allocated in the program budget. Any modifications in the line item budget must be approved in advance, in writing by

the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.
5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Agency's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the agency owes to the Department any monies from a previous year.
6. The Contractor agrees to refund the Department, within six months of expiration of this agreement, any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit
7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 45 (forty-five) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.
8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.
9. The Contractor agrees to purchase one license of the Results Scorecard online database to track and record performance measures outcomes.
10. The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made a part hereof.

11. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal agency empowered to investigate this Contract or its performance.

12. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous

negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

**13. ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

**14. BACKGROUND CHECKS**

The contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of retaining persons for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately terminated or their application denied for employment.

In addition, contractor agrees to conduct the aforesaid history checks for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

The aforesaid periodic criminal history checks shall be a prerequisite to potential and continued retention by the contractor for the performance of work under this contract or any subcontract hereunder. Therefore, refusal by any applicant for employment/volunteer or present employee/volunteer to give the required written consent for the release of such information shall grounds for dismissal or refusal to hire.

**15. CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

**16. EQUIPMENT**

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over \$200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

**17. EXECUTIVE ORDER**

Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Consultant/Contractor/Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

**18. EXECUTORY**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to

the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

#### **19. FINANCIAL RECORDS**

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this

Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the Department result in the Department's cessation of service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

**20. GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**21. HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

**22. INDEMNIFICATION**

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties

under the direction or control of the Contractor; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**23. INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits. Independent Contractors are subject to the same criminal background checks as detailed in paragraph 14 of the agreement.

**24. INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

**25. LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

**26. NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion,

color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

**27. NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

**28. NOTICES**

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

**Notices shall be sent to the following:**

To the County Program Area:

Deputy Commissioner Youth Services  
810 East Ferry Street, Buffalo, NY 14211

With a copy to: Erie County Department of Social Services,  
Office of Counsel, 95 Franklin St, Room 746  
Buffalo, New York 14202.

To the Contractor:

\_\_\_\_\_  
\_\_\_\_\_

**29. PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to

completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

**The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Two Thousand Nine Hundred Fourteen Dollars and no cents (\$2,914.00).** Partial reimbursement payments will be made to the Agency upon voucher successive quarter, based on 50% of the total amount of approved expenditures claimed for that period. **Sum shall be paid to the Contractor upon invoice to be submitted to: Necole Ervin, Secure Youth Detention Center, 810 East Ferry Street, Buffalo, New York 14211.**

**30. PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

**31. TERM**

**The term of this Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014** unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

**32. TERMINATION**

(a) The County, upon thirty (30) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the contractor's non-performance or breach of this contract.

**33. WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement on the date and year first written above.

**APPROVED AS TO CONTENT**

**APPROVED AS TO FORM**

\_\_\_\_\_  
ECDSS Program Area

BY: \_\_\_\_\_  
ECDSS Office of Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR THE CONTRACTOR:**

↓ \_\_\_\_\_  
NAME

↓ \_\_\_\_\_  
TITLE

STATE OF NEW YORK)  
COUNTY OF ERIE ) SS.:

✓ On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say that (s)he resided in \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of the Contractor and that (s)he signed his/her name thereto for the purposes and used therein described.

✗ \_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

**FOR THE ERIE COUNTY DEPARTMENT  
OF SOCIAL SERVICES:**

\_\_\_\_\_  
COMMISSIONER

DATE: \_\_\_\_\_

**FOR THE COUNTY OF ERIE:**

\_\_\_\_\_  
MARK POLONCARZ/RICHARD TOBE  
County Executive/Deputy County Executive

DATE: \_\_\_\_\_

7A

## **EAST AURORA POLICE DEPARTMENT INTERDEPARTMENTAL CORRESPONDANCE**

TO: Supervisor Bach & Aurora Town Council  
FROM: R. J. Krowka, C.O.P.  
DATE: 061314  
RE: Monthly Report- May 2014

### **GENERAL INFORMATION**

1. **May Events:** EAPD participated in the Explore 'n More "Touch a Truck" event by supplying a police car and Segway for viewing. An officer stood by to answer questions. Officers participated in the Bike/Pedestrian Committee's annual Bike Rodeo at Parkdale School, which emphasized bike safety and awareness. EAPD also assisted in the annual West Falls FC Memorial Day parade and the East Aurora VFW Post procession from Hamlin Park to the Oakwood Cemetery. As usual Memorial Day weekend was traditionally quiet as it appears most people may be out of town or with family. Last EAPD participated in the annual national "Buckle Up" initiative, which involves traffic details assigned to enforce the seat belt laws. Next events being worked on for June is Musicfest and the Art & Craft Show
2. **Training:** Officers attended seminars on street survival techniques and Lt. Krieger attended a seminar on interviewing techniques for prospective new hires. Future training will include the semi-annual in-service range qualifications and use of use training and certifying officers to carry and use Narcan for victims who OD on opiates.
3. **Meetings:** In addition to staff, VBM & TBM meetings attended the following:
  - a. Monthly Chiefs meeting;
  - b. Conducted several pistol permit interviews
  - c. Met with sales representatives regarding new vehicle purchases
4. **Personnel:**
  - a. As most of you are aware Det. Rick Daminski will be retiring at the end of June. Rick has been a mainstay in the Department on both patrol and the detective functions. He was involved on several high profile arrests through his 30 years in law enforcement and truly enjoyed both the enforcement and community relation parts of the job. He will be sorely missed; however, we all wish him the best for the future. In light of Det. Daminski's retirement PO Pat Welch has been selected to fill the position. With Board approval he will assume detective duties effective the day after Det. Daminski's departure.
  - b. PT PSD Mike O'Connor is nearly the end of his training period and expected to assume Dispatching duties in early July.
  - c. Every year the Erie County Stop DWI Program honors officers from the state/county/local levels who excel in DWI enforcement. This year's recipient who represented the EAPD was PO Steve Cartwright.

- d. Last, we will be looking to hire a replacement to fill the vacancy of Det. Daminski's departure. We are currently looking at a lateral transfer. Lateral transfers are current police officers who have received all of the training required to be a police officer and currently working as one.
5. Projects/Misc.
- a. The DVR recently acquired through a grant to interview suspects, victims, etc. has recently been installed. As an FIY certain criminal acts mandate that interviews be recorded.
  - b. Looking into acquiring a drug collection disposal unit so members of the community can toss out there unwanted medications at any time. Hopefully this project will get some of the unwanted drugs, like narcotics out of the medicine cabinet and out of reach of addicts.
  - c. Looking to upgrade the patrol fleet by purchasing two Police SUV's in place of the two Police Interceptors originally budgeted for. The SUV's (Explorer) platform and power train are the same as the Police Interceptor (Taurus); however, the Explorer sits higher, is roomier to store equipment, and has a better line of sight, which may reduce collisions. Since the vehicles are on the same platform the equipment from the car is transferable to the SUV. The downside is that they get 1-2 mpg's less and cost approximately \$2,000.00 more. Considering the winter we just went through I believe it would be prudent to make a change. Any overage in the appropriated budget would come out of the police budget.

### CRIME STATISTICS

ACTIVITY	N.E. DISTRICT	S.W. DISTRICT	TOTAL	(Total to Date)
Police Calls	1,036	444	1,480	7,527
Traffic Tickets				
Parking Tickets				
Response Times	1.88 minutes	1.77 minutes		
Crimes	22	26	48	297
Pending Investigations			7	
Cleared by Arrest			16	
Total Closed			19	
Crimes- Persons	5	8		
Crimes- Drugs	1	2		
Crimes- Property	5	5		
Crimes- Vandalism	1	2		
Burglary/Trespass	2	2		
S&R/Lic/Reg	3	6		
DWI	2	1		
Warrant Arrests	3			
Fire/EMS Calls			303	1,518
Ave. Daily Activity of:				

**TOWN OF AURORA DOG CONTROL REPORT: May 2014**

7B

PHONE CALLS RECEIVED	TOWN OF AURORA	EAPD	NYSP	TOTAL CALLS
Attack/Fighting				
Barking	1			
Bites				
Cats				
Damage by Dogs				
Dangerous Dogs	1			
Deceased Dogs				
Found Dogs		1		
Injured/Sick				
Licensing	1			
Loose/Unleashed Dogs	9	13		
Lost Dogs	4			
Miscellaneous Calls				
Mutual Aid				
MVC-Dogs/Cats				
Other Animals	1			
Threatening Dogs	3			
Welfare				
<b>TOTAL</b>	<b>20</b>	<b>14</b>	<b>0</b>	<b>34</b>

**IMPOUNDMENTS:**

DATE	BREED	AMOUNT
5/4/2014	Husky	\$85
5/13/2014	Great Pyrenees	\$70
5/16/2014	Mixed	\$135
5/21/2014	German Shepherd	\$25
	<b>TOTAL</b>	<b>\$315</b>

**COURT: 2**

5/28/14- Necci Vs People of NYS

5/28/14- Leoni Vs People of NYS

5/7/14 Municipal Shelter Inspection report and Dog Control Officer Inspection Report attached



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE & MARKETS  
10B AIRLINE DRIVE  
ALBANY, NEW YORK 12235  
<http://www.agmkt.state.ny.us>

May 13, 2014

AURORA DOG SHELTER  
251 QUAKER ROAD  
EAST AURORA, NY 14052

Enclosed is the **Municipal Shelter Inspection Report** completed on **05/07/2014**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website above.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in shelter services.

If you have any questions regarding this inspection, please call me.

Patricia Famiglietti  
Animal Health Inspector  
(585) 261-5844

**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **5/7/14 2:30 pm**

**SHERYL HARRIS  
251 QUAKER RD  
EAST AURORA NY 14052**

Inspector: **Patricia Famiglietti** Inspector #: **56**

These are the findings of an inspection of your facility on the date(s) indicated above:

- |  |     |
|--|-----|
| <b>1. Equipment is available for proper capture and holding</b>  | Yes |
| <b>2. Dogs are held and transported safely</b>   | Yes |
| <b>3. Equipment maintained in clean and sanitary condition</b>   | Yes |
| <b>4. Veterinary care is provided when necessary</b><br><i>East Aurora Veterinary Hospital provides services.</i>                      | Yes |
| <b>5. Dogs are euthanized humanely</b><br><i>East Aurora Veterinary Hospital or the SPCA Serving Erie County provide this service.</i> | Yes |
| <b>6. Complete seizure and disposition records are maintained for all seized dogs</b>  | Yes |
| <b>7. Dogs transferred for purposes of adoption in compliance with Article 7</b>   | Yes |
| <b>8. Redemption period is observed before adoption, euthanasia or transfer</b>  | Yes |
| <b>9. Owners of identified dogs are properly notified</b>  | Yes |
| <b>10. Redeemed dogs are licensed before release</b>   | Yes |
| <b>11. Proper impoundment fees paid before dogs are released</b>   | Yes |

Town - City - Village Information for Inspection:

<b>TCV CODE</b>	<b>TCV NAME</b>
1403	Town of Aurora

Additional Information for Inspection:

**Number of Dogs Seized:**

Number of dogs seized since previous inspection: 76

REMARKS:

Also appointed as DCO are Dave Thomason, David Gunner and Elizabeth Deveso.

REPRESENTATIVE PRESENT FOR INSPECTION: **Sheryl Harris**  
TITLE: **DCO**

REVIEWED BY: **David Phillips**  
REVIEWED DATE: **05/09/2014**



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE & MARKETS  
10B AIRLINE DRIVE  
ALBANY, NEW YORK 12235  
<http://www.agmkt.state.ny.us>

May 13, 2014

SHERYL HARRIS  
251 QUAKER RD  
EAST AURORA, NY 14052

Enclosed is a copy of **Dog Control Officer Inspection Report** completed on **05/07/2014**. DCO services were found to be satisfactory regarding compliance to NYS Ag & Mkts requirements.

Inspections occur on a regular basis to determine if requirements continue to be met.

Please notify this office **within 30 days** of any changes in dog control services.

Thank you again for your cooperation.

Patricia Famiglietti  
Animal Health Inspector  
(585) 261-5844

**MUNICIPAL SHELTER INSPECTION REPORT - DL-90**

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **5/7/14 2:30 pm**

**AURORA DOG SHELTER  
251 QUAKER ROAD  
EAST AURORA NY 14052**

Inspector: **Patricia Famiglietti**

Inspector #: **56**

These are the findings of an inspection of your facility on the date(s) indicated above:

- |   |                |
|---|----------------|
| <b>1. Shelter is structurally sound</b>   | Yes            |
| <b>2. Housing area and equipment is sanitized regularly</b>   | Yes            |
| <b>3. Repairs are done when necessary</b>   | Yes            |
| <b>4. Dogs are handled safely</b>   | Yes            |
| <b>5. Adequate space is available for all dogs</b>  | Yes            |
| <b>6. Light is sufficient for observation</b>   | Yes            |
| <b>7. Ventilation is adequate</b>   | Yes            |
| <b>8. Drainage is adequate</b>  | Yes            |
| <b>9. Temperature extremes are avoided</b>  | Yes            |
| <b>10. Clean food and water is available and in ample amount</b>  | Yes            |
| <b>11. Veterinary care is provided when necessary</b>   | Yes            |
| <i>East Aurora Veterinary Hospital or Orchard Park Veterinary Medical Center provides services.</i>   |                |
| <b>12. Dogs are euthanized humanely, by authorized personnel</b>  | Yes            |
| <i>East Aurora Veterinary Hospital or the SPCA Serving Erie County provide this service.</i>  |                |
| <b>13. Complete intake and disposition records are maintained for all seized dogs</b>   | Yes            |
| <b>14. Dogs transferred for purposes of adoption in compliance with Article 7</b>   | Yes            |
| <i>Dogs are transferred to the SPCA Serving Erie County.</i>  |                |
| <b>15. Redemption period is observed before adoption, euthanasia or transfer</b>  | Yes            |
| <b>16. Owners of identified dogs are properly notified</b>  | Yes            |
| <b>17. Redeemed dogs are licensed before release</b>  | Yes            |
| <b>18. Proper impoundment fees paid before dogs are released</b>  | Yes            |
| <i>Impoundment fees are paid at the town clerk's office. A record of the payment is provided to the DCO at the time of redemption and kept on file.</i> |                |
| <b>19. Written contract or lease with municipality</b>  | Not Applicable |