

TC

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
*(Select one.)*

of Orchard Park

Local Law No. \_\_\_\_\_ of the year 20 20

A local law Amending Chapter 144. Zoning Article 3. Zoning District: Regulation Section 144-12.  
*(Insert Title)*  
New Era Field Parking to Section 144-12. Erie County Football Stadium Parking

Be it enacted by the Town Board of the  
*(Name of Legislative Body)*

County  City  Town  Village  
*(Select one.)*

of Orchard Park as follows:

## SECTION 144-12 Erie County Football Stadium Parking

- A. On any Erie County Football Stadium activity date, residential property owners may permit parking for compensation on their premises in the R-3 and R-4 zones that fall within a one-mile radius from the center of the Erie County Football Stadium. Said radius is described on a map which is made part of this chapter. Such map modified a Zoning Map of the Town of Orchard Park referred to in Section 144-7.
- B. On any Erie County Football Stadium activity date, the property owners in any B-2 or I-1 Zone within the one-mile radius described above may permit parking for compensation, providing they have obtained a commercial parking permit from the Town of Orchard Park.
- C. Only parking lots in existence on May 3, 2017 are allowed hereunder, and all others are specifically prohibited.
- D. No such allowed parking lot, residential or commercial, shall change its topography or be expanded beyond its footprint or parking capacity by number of cars beyond that which existed May 3, 2017.
- E. All such allowed residential parking lots are specifically prohibited to park buses.
- F. Any parking lot, residential or commercial with outstanding violations from the Code Enforcement Office shall not be issued a new parking permit.
- G. The above-referenced regulations are subject to enforcement by the Orchard Park Police Department or any other agency charged with the regulation of traffic, crowd control, and/or public health and welfare.

# Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County  City  Town  Village  
(Select one:)

of Orchard Park

Local Law No. 5 of the year 2020

A local law Town of Orchard Park to over-ride tax levy limit established in General Municipal Law  
(Insert Title)  
Section 3-c

Be it enacted by the Town Board of the  
(Name of Legislative Body)

County  City  Town  Village  
(Select one:)

of Orchard Park as follows:

A local law to override the tax levy limit established in General Municipal Law Sec 3-c:

## SECTION 1: Legislative Intent

It is the intent of this local law to allow the Town of Orchard Park to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Sec 3-c.

## SECTION 2: Authority

This local law is adopted pursuant to subdivision 5 of the General Municipal Law Sec 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

## SECTION 3: Tax Levy Limit Override

The Town Board of the Town of Orchard Park, County of Erie, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Sec 3-c.

(If additional space is needed, attach pages the same size as this sheet, and number each.)



# TOWN OF ORCHARD PARK

## ENGINEERING DEPARTMENT

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

Phone: (716) 662-6425  
Fax: (716) 662-6488  
Email: [openg@orchardparkny.org](mailto:openg@orchardparkny.org)

TOWN ENGINEER  
WAYNE L. BIELER, P.E.

September 1, 2020

Honorable Town Board  
Town of Orchard Park  
4295 South Buffalo Street  
Orchard Park, NY 14127

**Re: #144 Brenner Drive / #9 Lexington Avenue Road Reconstruction  
Authorize agreement to pave private drive**

Dear Board Members:

As requested, the Town of Orchard Park Engineering Department has submitted a draft agreement for your review and consideration. To summarize, the content of the agreement is to correct damage to an asphalt driveway.

As you may recall, the Town of Orchard Park Town Board had previously discussed funding for this asphalt paving area. Upon further review, some potential additional cost(s) may be incurred. The issues that may arrive are with failing subbase material. The areas that may require repair are not identifiable until milling is completed.

Our agreement is for the Town to cover milling and asphalt material and paving, The language added to the agreement stating that if needed any additional work as described in the proposal are made, the fiscal responsibility of the residential parties, (i.e.: stone base material CR#2 stone, undercuts etc.), the resident(s) would be responsible for any additional cost encountered. The Town Attorney has reviewed the attached agreement.

I, therefore, recommend you authorize the Supervisor to sign the agreement for the driveway replacement that services with the residents of 144 Brenner Drive and 9 Lexington Avenue.

Respectfully submitted,

Wayne L. Bieler, P.E.  
Town Engineer

Attachment

cc: Town Clerk  
Town Highway Superintendent  
File #2014.008

Visit the Town's website at [www.orchardparkny.org](http://www.orchardparkny.org)

RESOLVED, that the Town Board does hereby promote Police Officer Brian D. Gehring to the Position of Patrol Lieutenant, (provisional) effective September 5, 2020, rate of pay as defined in the Collective Bargaining Agreement as recommended by the Chief of Police.

**Town of Orchard Park**  
**Recreation, Parks, and Forestry Department**

200 North Lake Drive  
Orchard Park NY 14127

[leake@orchardparkny.org](mailto:leake@orchardparkny.org) (716) 662-6450 ext.1

8/19/20

To: Town Board  
From: Ed Leak  
Director of Recreation

I respectfully submit the following for appointment to the staff of the Town of Orchard Park Recreation Department summer and fall/winter/ spring seasonal for 2020.

**RE: Item 1 2020 Seasonal Part Time Staff Summer Appointments Retro-active 8/17/20**  
Elizabeth Egloff           \$16.00           PT7-C (Att)

**RE: Item 2 2020 Seasonal Part Time Staff Summer Appointments Parks and Grounds Effective 8/24/20**  
Gerald Meissner           \$15.00           PT6-D (Att)

**RE: Item 3 2020 Seasonal Part Time Staff Appointments and Fall/Winter/ Spring Effective 9/5/20**

Anna Allman	\$14.00	PT6-B (Att)
Olivia Bahun	\$14.00	PT6-B (Att)
Jayden Balcarczyk	\$14.00	PT6-B (Att)
Emily Blake	\$14.00	PT6-B (Att)
Maura Bleech	\$14.00	PT6-B (Att)
Molly Bleech	\$14.00	PT6-B (Att)
Michael Bardwell	\$14.00	PT6-B (Att)
Emily Bement	\$14.00	PT6-B (Att)
Cayley Brege	\$14.00	PT6-B (Att)
Erin Brege	\$14.00	PT6-B (Att)
Emma Brown	\$14.00	PT6-B (Att)
Peyton Buell	\$14.00	PT6-B (LG)
Justine Burke	\$14.00	PT6-B (Att)
Jody Burnard	\$16.00	PT7-C (Att)
Shannon Callaghan	\$14.00	PT6-B (Att)
Ana Canale	\$14.00	PT6-B (Att)
Alexandra Canaple	\$14.00	PT6-B (Att)
Jessica Carey	\$14.50	PT6- (LG)
Anna Childs	\$14.00	PT6-B (Att)
Sarah Conley	\$14.00	PT6-B (LG)
Carly Coppola	\$14.00	PT6-B (Att)
Teagan Dodson	\$14.00	PT6-B (Att)
Claire Dunwoodie	\$16.00	PT7-C (Att)
Elizabeth Egloff	\$16.00	PT7-C (Att)
Madeline Feldman	\$14.00	PT6-B (Att)
Julie Filipski	\$14.00	PT6-B (LG)
Emily Frey	\$14.00	PT6-B (Att)
Cassie Fowler	\$14.00	PT6-B (Att)
Brittney Gawel	\$14.00	PT6-B (Att)
Mary Genzel	\$14.00	PT6-B (LG)

Sydney Grossman	\$14.00	PT6-B (LG)
Sarah Gutsin	\$14.00	PT6-B (Att)
Sarah Gura	\$16.00	PT6-B (LG)
Samuel Gura	\$16.00	PT6-B (LG)
Sarah Hanlon	\$14.00	PT6-B (Att)
Griffin Harrigan	\$14.00	PT6-B (Att)
Delaney Harrison	\$14.00	PT6-B (Att)
Alexa Hausauer	\$14.00	PT6-B (Att)
Katherine Higgins	\$14.00	PT6-B (Att)
Patrick Higgins	\$14.00	PT6-B (Att)
Kate Hinphy	\$14.00	PT6-B (Att)
David Hoelscher	\$14.00	PT6-B (LG)
Madison Hornung	\$14.00	PT6-B (LG)
Brandon Hoth	\$14.00	PT6-B (Att)
Christina Hrusa	\$14.00	PT6-B (Att)
Kristin Hughlett	\$14.00	PT6-B (Att)
Jessica Humby	\$14.00	PT6-B (LG)
Emma Johnson	\$14.00	PT6-B (LG)
Molly Joyce	\$14.00	PT6-B (Att)
Michael Kane	\$13.50	PT5-E (LG)
Teresa Kjellstrom	\$14.00	PT6-B (Att)
Jack Kinsman	\$14.00	PT6-B (Att)
Emma Kirby	\$14.00	PT6-B (Att)
Maria Kubiak	\$14.00	PT6-B (LG)
William Linton	\$14.00	PT6-B (Att)
Grace Loughran	\$14.00	PT6-B (Att)
Lauren Lightcap	\$14.00	PT6-B (Att)
Jordyn Malinowski	\$14.00	PT6-B (Att)
Janet Marks	\$16.00	PT7-C (Att)
Amy Masciale	\$16.00	PT7-C (Att)
Madison McCafferty	\$14.00	PT6-B (Att)
Eve McMullen	\$14.00	PT7-C (Att)
Mason McMullen	\$16.00	PT7-C (LG)
Gerald Meissner	\$15.00	PT6-D (Att)
Richard Merlino	\$14.00	PT6-B (Att)
Diana Menz	\$14.00	PT6-B (Att)
Sarah Nemecek	\$14.00	PT6-B (Att)
Nicole Newton	\$16.00	PT7-C (Att)
Breck O'Connor	\$14.00	PT6-B (Att)
Claire Otis	\$14.00	PT6-B (Att)
Emily Penn	\$14.00	PT6-B (LG)
Emily Polonkiewicz	\$14.00	PT6-B (Att)
Katherine Powers	\$14.00	PT6-B (Att)
Maxim Reilly	\$16.00	PT7-C (LG)
Rachael Reimondo	\$16.00	PT7-C (Att)
Daucoda Ross	\$14.00	PT6-B (Att)
Courtney Schmidt	\$14.00	PT6-B (Att)
Georgia Sherer	\$14.00	PT6-B (Att)
Rise Santillo	\$16.00	PT7-C (Att)
Kim Schmelzinger	\$15.00	PT6-D (Att)
Grace Scott	\$14.00	PT6-B (LG)
Jake Simonsen	\$13.50	PT5-E (Att)
Carmila Stafford	\$14.00	PT6-B (Att)
Sebastian Stafford	\$14.00	PT6-B (Att)
Delanie Suto	\$14.00	PT6-B (Att)
Shelby Suto	\$14.00	PT6-B (Att)

Breanna Totaro	\$14.00	PT6-B (Att)
Olivia Vail	\$14.00	PT6-B (Att)
Abigail Vendura	\$14.00	PT6-B (LG)
Madeline Venturo	\$14.00	PT6-B (LG)

Note: The above appointment is dependent upon the applicant providing the required certifications.

\*Att=Attendant

\*LG= Lifeguard

Recreation Director: Ed Leak

Assistant Recreation Director: Kristin Santillo

Recreation Assistant: Jenni Carter

**Town of Orchard Park  
Recreation, Parks, and Forestry Department**

200 North Lake Drive

Orchard Park NY 14127

[leake@orchardparkny.org](mailto:leake@orchardparkny.org) (716) 662-6450 ext.1

9/2/20

To: Town Board

From: Ed Leak

Director of Recreation

I respectfully submit the following for appointment to the staff of the Town of Orchard Park Recreation Department summer and fall/winter/ spring seasonal for 2020.

**RE: Item 1 2020 Seasonal Part Time Staff Appointments and Fall/Winter/ Spring Effective 9/5/20**

Kristin Hughlett	\$16.00	PT7-C (Att)
Zachary Liberatore	\$14.00	PT6-B (Att)
Jordyn Morreale	\$14.00	PT6-B (Att)

Note: The above appointment is dependent upon the applicant providing the required certifications.

\*Att=Attendant

\*LG= Lifeguard

Recreation Director: Ed Leak

Assistant Recreation Director: Kristin Santillo

Recreation Assistant: Jenni Carter



RESOLUTION ORDERING REMOVAL OF STRUCTURES

WHEREAS, The Enforcement Officer of the Town of Orchard Park has filed his report in writing with the Town of Orchard Park containing his findings and recommendations regarding certain structures on the premises located at 3949 Southwestern Boulevard, SBL #161.00-5-6, in which report said Enforcement Officer states his opinion that said structures are unsafe and dangerous to the public and recommends their immediate securing or removal, and

WHEREAS, the Town of Orchard Park after reviewing said report and after hearing said Enforcement Officer in regard thereto and after having duly deliberated upon the same, having determined the said report warrants the removal of said structure.

NOW, THEREFORE, BE IT RESOLVED, that: (1) notice be given to James Preiss, (2) said notice be served personally upon James Preiss or the County Clerk if such persons cannot reasonably be found for such personal service and by affixing a copy thereof upon said structures, (3) said notice shall order that the structure on the said premises is to be demolished and the debris from that demolition is to be removed from the premises within thirty (30) days of the service of said notice and to be completed within sixty (60) days thereafter, (4) a public hearing has been scheduled at 7:00 pm on October 7<sup>th</sup>, 2020 at the Municipal Building, 4295 South Buffalo Street, Orchard Park, in relation to such dangerous or unsafe structures, and (5) the Building Inspector of the Town of Orchard Park be and he hereby is directed to prepare said notice and arrange for the service thereof in accordance with the requirements of said Local Law and by filing in the office of the County Clerk.

# INTERMUNICIPAL AGREEMENT

## CARES Act Local Government Distribution

This Intermunicipal Agreement (“Agreement”), is made and entered into by and between **THE COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York (the “County”) and Town of Orchard Park, a municipality and political subdivision of the State of New York (the “Local Government”). The County and the Local Government shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020, which provides over \$2 trillion of economic relief; and

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local government; the District of Columbia and U.S. territories; and tribal governments, based on population calculations provided in the CARES Act; and

WHEREAS, the County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds; and

WHEREAS, the CARES Act requires that Coronavirus Relief Funds may only be used to cover those costs of the local government that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the local government entity; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

and

WHEREAS, the County desires to distribute a portion of its allocation of Coronavirus Relief Funds with the Local Government in order to effectuate the purpose and intent of the CARES Act and to assist the Local Government in mitigating the impacts of the COVID-19 emergency, and the Parties desire to enter to this intermunicipal agreement in order to set forth the terms and conditions pertaining to such distribution.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and the Local Government agree as follows:

**1. Coronavirus Relief Funds Available to Local Government.** The County will make available for reimbursement to the Local Government, a portion of the County’s allocation of

Coronavirus Relief Funds (the "Coronavirus Relief Funds" or "Funds") in an amount not to exceed one million dollars (\$1,000,000.00) (the "Distribution Amount"). The Local Government acknowledges and agrees that the County, at its sole discretion, may increase or decrease the Distribution Amount as may be necessary to reallocate Funds to address county-wide needs, other local government or sub-grantee needs, and/or other needs consistent with the CARES Act, or because the Local Government will not be able to use its full share by December 30, 2020. Prior to making a decision to increase or decrease the Distribution Amount, the County shall consult with the representative for the Local Government to determine the anticipated needs and expenses of the Local Government and the amounts of any unreimbursed expenses. The County shall provide written notice of at least ten (10) business days prior to the effective date of any increase or decrease in the Distribution Amount. Once such notice has been given, the County will continue to reimburse Local Government expenses that meet the requirements of this Agreement and that were incurred or committed to prior to the Local Government's receipt of the notice, so long as reimbursement is requested in compliance with this Agreement prior to the effective date of the notice.

**2. Local Government Request for Reimbursement.** The Local Government may make a request for reimbursement of its non-personnel expenditures to the County. The Local Government's total requests for reimbursement, along with the total amount of any Funds paid or advanced, shall not exceed the Distribution Amount. The Local Government acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and will not be submitted for reimbursement, or paid with funds from any other federal government program, such as FEMA or another aid program. Prior to making an expenditure, the Local Government may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

A. Requests. The request for reimbursement shall be submitted with the form provided by the County and shall include the following documentation:

1) The Local Government shall provide a description of the date of expenditure, amount, vendor, description of expense, an explanation of expense's connection to COVID-19, and a certification that such expenses are eligible expenses in compliance with the CARES Act that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 23, 2020 ("Eligible Expenses").

2) The Local Government shall provide supporting information for the request for reimbursement in the form of contracts, invoices, vouchers, receipts, or other official documentation proving/verifying its expenditures submitted on the form provided as Eligible Expenses under the CARES Act.

B. Request Submission Date. Local Governments are eligible for one reimbursement submission request which must be submitted in compliance with the terms contained herein and any further guidance provided by the County no later than September 30, 2020.

C. County Review and Acceptance. The County shall review and/or audit the Local Government's reimbursement request. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole discretion, are Eligible Expenses. The County may contact the Local Government to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Local Government's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Local Government may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County's written determination, and the County will then re-review the request and any additional supporting documentation and rationale submitted by the Local Government; except that, no request may be submitted or re-submitted any later than September 30, 2020 and any request submitted after such date will not be paid, unless advance permission to submit or re-submit a request after this date is obtained from the County. The Local Government acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is still subject to federal review and has the potential to be subsequently dis-allowed. As such, any acceptance by the County of the Local Government's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Local Government's obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Local Government's obligation to return/repay any Funds distributed to the Local Government that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

D. Distribution. The County shall disburse reimbursement directly to the Local Government via check issued by the County to the Local Government. The County shall use its best efforts to distribute Funds to the Local Government within ten (10) days of the County's review and acceptance.

E. Consultation. The Local Government is encouraged to consult with the County if there is any question regarding whether proposed expenses are viewed by the County as being Eligible Expenses or regarding any other requirements for reimbursement, prior to incurring or otherwise committing to the expenses. The Local Government shall not enter into any sub-grant arrangements or agreements without first consulting with and obtaining permission from the County. The County will use its best efforts to promptly respond to any questions regarding eligibility, sub-grants, or other requirements.

F. Disputes/Release. The Local Government understands that the County is obligated to expend its allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to the U.S. Treasury Department. Due to the

limited time to administer the Coronavirus Relief Funds, the Local Government agrees that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Local Government understands that the resubmittal process contained in Paragraph 2C above is the sole process for disputes regarding eligibility. The Local Government acknowledges that the County's decisions concerning any reimbursement of submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Local Government hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County of Erie, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

**3. Return of Funds.** To the extent any reimbursement paid to the Local Government under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Local Government, the Local Government agrees that it shall return any Funds that are unused or refunded to the County by December 10, 2020.

**4. Expenditures and Accounting.**

A. The CARES Act imposes expenditure and accounting obligations upon local governments receiving Coronavirus Relief Funds. The Local Government acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for its portion of the Distribution Amount received from the County in strict compliance with the CARES Act requirements and this Agreement, and any other applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Local Government agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

B. The Local Government shall maintain a complete set of books and records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records as well as administrative records documenting the Local Government's determination that such expenditures are Eligible Expenses under the CARES Act. The Local Government shall provide full access to these books and records to the County, the U.S. Treasury Department, and the Office of Inspector General ("OIG"), so that compliance with the CARES Act and other applicable laws and regulations can be monitored, audited, and confirmed. During the term of this Agreement, the County will monitor the use of Funds distributed to the Local Government through reporting, site visits, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the CARES Act. All records pertaining to the use of Funds under this Agreement are to be maintained for five (5) years from December 30, 2020.

C. The Parties anticipate that the Office of Inspector General (“OIG”) will audit the use of Coronavirus Relief Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to any additional documentation required to respond to such audit.

D. If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County’s compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein are intended to shift the responsibility of the Local Government for ensuring that each dollar of its requests for reimbursement or advances were spent in compliance with the CARES Act and this Agreement. The County assumes no responsibility for oversight or management of the Local Government’s spending and requires the above reporting to ensure the County has sufficient documentation for the OIG audit. In the event the OIG, U.S. Treasury Department, or any other federal agency/division determines that the Local Government spent its Distribution Amount on, or was reimbursed by the County for any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the Local Government acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds.

**5. Audit.** In the event of an audit or other investigation or review by the U.S. Treasury Department, or other federal agency/division, of the use of any Coronavirus Relief Funds provided by the County, the Local Government shall, at its own costs, provide documentation and defend the Local Government’s use of the Funds. The Local Government agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury or other federal agency/division finds that the Local Government’s use of Funds was not authorized by the CARES Act or this Agreement, or that the Local Government received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of the CARES Act, or was otherwise unlawful, the Local Government acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs owed on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the Local Government to the U.S. Treasury or other federal agency/division. In the event the Local Government fails to comply with its obligation to pay/refund/reimburse Funds as set forth above, in addition to any other remedy that the County may have available, the County may withhold any funds collected by the County that would be owed to the District as a set off to make any required payments/refunds/reimbursements to the U. S. Treasury or other federal agency/division, or to cover any amounts expended by the County for such purpose. The Local Government further acknowledges and agrees that, if the expenditure of Federal awards by the Local Government meets or exceeds \$750,000 during the fiscal year 2020, it shall perform audits as required by the OMB Uniform Guidance per §200.501.

6. **Representatives.** The County's primary representative and contact for matters pertaining to this Agreement shall be Benjamin Swanekamp, [Benjamin.Swanekamp@erie.gov](mailto:Benjamin.Swanekamp@erie.gov), Deputy Erie County Budget Director. The Local Government's primary representative and contact for matters pertaining to this Agreement shall be John C. Bailey.

7. **Compliance with Laws.** The Local Government shall comply with the Cares Act and any other applicable federal, state, and local laws, regulations and rules.

8. **Indemnification.** To the extent permitted by law, the Local Government shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Local Government, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with the performance of this Agreement. The Local Government's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.

9. **Hold Harmless.** The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses, under the CARES Act and/or other applicable law, the Local Government agrees to hold the County harmless for any damages suffered as a result thereof. The Local Government also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the Local Government's performance or nonperformance under this Agreement, including the costs and reasonable attorneys' fees incurred by the County in the defense thereof.

10. **Term.** This Agreement begins as of the date of the last signature finally executing the Agreement and shall expire on December 31, 2020. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement, including, without limitation, Sections 2-5 and 8-10 of this Agreement, shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.

11. **Miscellaneous Provisions.**

A. **Assignment.** No Party shall have the right and authority to assign any of the obligations associated with this Agreement to another Party.

B. **Successors and Assigns.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved

to the County and the Local Government. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

E. Laws and Venue. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of New York. Venue for the trial of any action arising out of any dispute hereunder shall be the County of Erie, pursuant to the appropriate rules of civil procedure.

F. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Local Government and/or the County.

G. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

COUNTY: Benjamin Swanekamp, Deputy Budget Director Erie County  
95 Franklin Street, 16<sup>th</sup> Floor  
Buffalo, New York 14202

And

Erie County Attorney  
95 Franklin Street Rm. 1634  
Buffalo, New York 14202

LOCAL  
GOVERNMENT: Orchard Park Town Attorney  
4295 South Buffalo Street  
Orchard Park, New York 14127

And

Dr. Patrick J. Keem, Town Supervisor  
4295 South Buffalo Street  
Orchard Park, New York 14127

H. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Local Government.



I. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

K. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

L. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.



**2020 TOWN OF ORCHARD PARK  
FOOD TRUCK PERMIT  
EXCLUDING STADIUM EVENTS**

NAME OF ORGANIZATION: Pizza Amore "The Wood Fire Way"

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE: (CELL) \_\_\_\_\_ (HOME/WORK) \_\_\_\_\_

Description of Motor Vehicle: Year 2000 Make/Model Chevy Workhorse

VIN #: \_\_\_\_\_ Plate #: \_\_\_\_\_

LOCATION OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

START AND END TIME OF EVENT: \_\_\_\_\_

**LIST ADDITIONAL EVENTS ON REVERSE SIDE OF PAGE**

**NONREFUNDABLE FEES:**

PERMIT APPLICATION \$25.00: Date Paid 8/28/20 Payment Type \_\_\_\_\_ Clerk Initials JB

INSPECTION/OPERATING PERMIT \$75.00: Date Paid 8/28/20 Payment Type \_\_\_\_\_ Clerk Initials JB

Date of Town Board Meeting \_\_\_\_\_

CERTIFICATE OF LIABILITY INSURANCE

I, THE UNDERSIGNED, HEREBY MAKE APPLICATION FOR THE ABOVE DESCRIBED SPECIAL EVENT, AND AGREE TO BE BOUND BY THE TERMS HEREIN STATED.

PRINT NAME: David Perri

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

**OFFICE USE ONLY: ADDITIONAL SERVICES TO BE DETERMINED BY TOWN DEPARTMENTS**

DATE OF INSPECTION BY CODE ENFORCEMENT: \_\_\_\_\_

TOWN BOARD Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

BUILDING Approved [Signature] Denied \_\_\_\_\_ Date 8/28/20

POLICE Approved [Signature] Denied \_\_\_\_\_ Date 8/31/2020

TO BE NOTIFIED:  EMERGENCY DISASTER COORDINATOR

APPLICANT NOTIFIED Date: \_\_\_\_\_

- ANY FURTHER SUBMISSIONS MUST BE SUBMITTED 2 WEEKS PRIOR TO EVENT FOR APPROVAL.
- NO MOBILE VENDING WILL OCCUR BEFORE 8:00AM OR AFTER 11:00PM.
- FINAL APPROVAL IS AT THE DISCRETION OF THE ORCHARD PARK TOWN BOARD.
- FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN A FINE OF UP TO \$250.

**Valid for the Fiscal Year, January 1<sup>st</sup> through December 31<sup>st</sup>**

*Town Clerk Seal*



# TOWN OF ORCHARD PARK

## ENGINEERING DEPARTMENT

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

Phone: (716) 662-6425  
Fax: (716) 662-6488  
Email: [openg@orchardparkny.org](mailto:openg@orchardparkny.org)

TOWN ENGINEER  
WAYNE L. BIELER, P.E.

September 1, 2020

Honorable Town Board  
Town of Orchard Park  
4295 South Buffalo Street  
Orchard Park, New York 14127

**Re: Pleasant Acres West Subdivision Part 3 Phase 2; PIP #2020-04**

Dear Board Members:

We have received from Anastasi Trucking & Paving, 4430 Walden Avenue, Lancaster, New York, 14086, an application for a Public Improvement Permit to construct the Pleasant Acres West Subdivision Part 3 Phase 2, the last phase of the subdivision.

The project consists of the installation of 900 L.F. of new roadways, 780 L.F. of sanitary mainline, 900 L.F. of watermain and 2-hydrants, five streetlights, and well points, clay dams, fabric, Geogrid, etc. to service seventeen home sublots as shown on the attached location map.

I have reviewed the plans and specifications for the proposed project and have found them to be in compliance with current Town Specifications and Standards. We are in receipt of all necessary fees, insurances, and the performance bond.

I, therefore, recommend approval of Public Improvement Permit #2020-04 for the Pleasant Acres West Subdivision Part 3 Phase 2.

Respectfully submitted,

Wayne L. Bieler, P.E., CFM  
Town Engineer

### Attachment

cc: Town Clerk	Town Attorney	Town Assessor
F. Piasecki, Highway Superintendent		File # 94.051.7



# TOWN OF ORCHARD PARK

## ENGINEERING DEPARTMENT

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

Phone: (716) 662-6425

Fax: (716) 662-6488

Email: [openg@orchardparkny.org](mailto:openg@orchardparkny.org)

TOWN ENGINEER  
WAYNE L. BIELER, P.E.

August 28, 2020

Honorable Town Board  
Town of Orchard Park  
4295 South Buffalo Street  
Orchard Park, New York 14127

**Re: Town Wide Drainage District Consolidation Project Capital Account  
Creation of and Budget Transfer**

Dear Board Members:

On Wednesday August 19, 2020, the Town Board authorized the agreement for the Town Wide Drainage District Consolidation Project with GHD Consulting Services., 285 Delaware Avenue, Suite 500, Buffalo, New York 14202, in the amount not to exceed \$74,000.00.

A capital account needs to be setup for the amount of \$74,000.00 transferred from Capital Project AP005 Yates Park Trails.

I, therefore, recommend that you adopt the following resolutions:

1. Approve the creation of Capital Account "AP012 Drainage District Consolidation Project".
2. Authorize the transfer of \$74,000 from the Capital Account AP005 Yates Park Trail to AP012 Town Wide Drainage District Consolidation Project.

Respectfully submitted,

Wayne L. Bieler, P.E., C.F.M.  
Town Engineer

Cc: Town Attorney  
Town Clerk

File #2020.013

Visit the Town's website at [www.orchardparkny.org](http://www.orchardparkny.org)



# TOWN OF ORCHARD PARK

## ENGINEERING DEPARTMENT

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

**Phone:** (716) 662-6425  
**Fax:** (716) 662-6488  
**Email:** [openg@orchardparkny.org](mailto:openg@orchardparkny.org)

**TOWN ENGINEER**  
**WAYNE L. BIELER, P.E.**

September 1, 2020

Honorable Town Board  
Town of Orchard Park  
4295 S. Buffalo Street  
Orchard Park, New York 14127

**Re: Sheffer Farms Condominiums PIP#2020-03  
NYS Dept. of State Consent Letters**

Dear Board Members:

On August 26<sup>th</sup> 2020, I received a request from Mr. Lewis to have two consent letters signed acknowledging the formation of separate private Transportation Corporations to maintain the private water line and sanitary sewer lines for the above mentioned project. Having received the draft letters, I then forwarded to the Town Attorney for review and asked him to advise if the letters were proper and required. Mr. Lewis has since contacted the Engineering Department several times requesting these forms be completed as expeditiously as possible as they are being held up with construction work due to permits.

While the Engineering Department does not promote the private ownership of utilities, the complex has been approved with the understanding that the utilities would be privately owned and maintained. This allowed for non-standard setbacks.

I, therefore, recommend the Town Board proceed as directed by the Town Attorney on the appropriateness and content of the Consent Letters.

I recommend the Town Board and Highway Superintendent sign the required Consent Letters for the formation of Sheffer Farms Townhomes Water Works Corporation and the Sheffer Farms Townhomes Sewage Works Corporation for the Sheffer Farms Condominium Project as requested and approved by the Town Attorney.

Respectfully submitted,

Wayne L. Bieler, P.E., CFM  
Town Engineer

cc: Town Attorney                      Town Clerk                      Highway Superintendent  
SW&L                                      File PIP#2020-03

*Visit the Town's website at [www.orchardparkny.org](http://www.orchardparkny.org)*



# TOWN OF ORCHARD PARK

A handwritten signature in black ink, appearing to be "W. Bieler", written over the word "MEMORANDUM".

## MEMORANDUM

S.4295 SOUTH BUFFALO STREET  
ORCHARD PARK, NEW YORK

FROM: Wayne L. Bieler, P.E., CFM, Town Engineer

DATE: August 27, 2020

TO: Town Board

**SUBJECT: LED Energy Solutions LLC Proposal – ROI Summary**

Please review the attached Return on Investment summary provide by LED Energy Solutions, LLC in regards to upgrade our decorative streetlight inventory to LED fixtures. This proposal shows the short and long term benefits of switching to LED lighting. The Town provided billing information and inventory of lighting fixtures to LED Solutions to evaluate.

To summarize the proposal, there is an upfront cost of ~\$1.037 million dollars with a potential immediate rebate of \$175,000 with energy and maintenance savings estimated to be \$129,823 per year. At first review, this appears to cover the cost of a bond payment with an annual savings of approximately \$5k. Along with the estimated cost savings, the noteworthy benefits are quality of light, environmental, low maintenance and safety improvements. The addition of any green infrastructure will improve our greener / cleaner municipality and lower expenditures on energy will help our strained budget.

I believe some of the reported values and cost savings are equivocal, and require support as to their origin. That being stated, I support moving forward with this project.

Please advise if the Town Board wishes to proceed and finalize a proposal, scope of services, and provide funding for the project. If so, we will finalize the details and request supporting information.

Respectfully submitted.

Attachment(s): 1

Cc: Town Clerk  
Drescher & Malecki, LLP



**TOWN OF ORCHARD PARK**

**S 4295 Buffalo Street □ Orchard Park, New York 14127**

---

*WLB* **MEMORANDUM**

**To:** Supervisor Patrick Keem  
**From:** Wayne L. Bieler, P.E., CFM Town Engineer  
**Date:** August 31, 2020  
**Subject:** Budget Transfer – Engineering Department

---

I request that you authorize the following budget transfer within the 2020 Budget due to the vehicle repairs needed:

**\$ 282.40**

**From:** Budget Code: A01440 50400  
(Engineering Supply)

**To:** Budget Code: A01440 50445  
(Vehicle Repair)

cc: Remy Orffeo, Town Clerk  
Tricia Jurek, Accounting  
File



# TOWN OF ORCHARD PARK

## ENGINEERING DEPARTMENT

S 4295 South Buffalo Street Orchard Park, New York 14127-2609

Phone: (716) 662-6425  
Fax: (716) 662-6488  
Email: [openg@orchardparkny.org](mailto:openg@orchardparkny.org)

TOWN ENGINEER  
WAYNE L. BIELER, P.E.

September 1, 2020

Honorable Town Board  
Town of Orchard Park  
4295 South Buffalo Street  
Orchard Park, New York 14127

**Re: Application for Excavation Permit (#2020-001)  
Excavation Work associated with  
Home Construction at 5 Smokes Creek**

Dear Board Members:

We have received from Barbara Yoviene, an application for an Excavation Permit to excavate a decorative pond and stockpile its 2,500 CY of spoils to be for the home construction at Smokes Creek.

I have reviewed the plans and have found them to be acceptable. All necessary fees have been paid.

I, therefore, recommend that you approve the application for the Excavation Permit to excavate a decorative pond and stockpile embankment material for the home construction at Smokes Creek.

Respectfully submitted,

Wayne L. Bieler, P.E.  
Town Engineer

Attachments

cc: Town Clerk  
Town Attorney  
Building Inspector  
File #20-015



**WHEREAS, Amy Glende has served the Town of Orchard Park as the Records Management Supervisor and LGRMIF Grant Project Director; and**

**WHEREAS, Amy Glende has been instrumental in helping the town obtain grants from the New York State Archives for records management; and**

**WHEREAS, Amy Glende has demonstrated expertise in the area of records management; and**

**WHEREAS, the Town of Orchard Park has a continued need for records management expertise;**

**NOW, THEREFORE be it**

**RESOLVED, that Amy Glende is appointed to the position of full-time Records Management Supervisor at a rate of \$20.00 per hour for the period January 1, 2020 to October 2, 2020.**

**RESOLUTION**

**WHEREAS**, a change to §144-49 of the Town of Orchard Park Code entitled "Approvals required" is proposed to require that the cell tower construction applicant offer proof that at least two carriers will use any new cell tower as a precondition of the two issuing a cell tower permit,

**NOW, THEREFORE, BE IT RESOLVED** that:

- 1) The Town of Orchard Park hereby sets a public hearing to be held on \_\_\_\_\_ at \_\_\_\_\_ to consider the proposed revision requiring the proof of two carriers.

**RESOLUTION**

**WHEREAS**, a change to §144-51 of the "Communications Facility Permits standard" is proposed to require that new cell towers be located in wooded areas and constructed to look like trees,

**NOW, THEREFORE, BE IT RESOLVED** that:

- 1) The Town of Orchard Park hereby sets a public hearing to be held on \_\_\_\_\_ at \_\_\_\_\_ to consider the proposed changes that require the construction in wooded areas and that cell towers be built to look like trees.

## Town of Orchard Park Tree Planting Policies and Procedures

### History

On March 21, 2001 the Town Board of the Town of Orchard Park passed a resolution referred to as Local Law #1-2001, requiring each newly constructed residence to have a tree planted per Town policy.

This Local Law, Section III, Paragraph F (Town Code 120-3 (F)) requires that:

*“Any person constructing a new one or two family dwelling on a single lot will be required to pay a fee set by the Town annually to cover the cost of tree purchase and planting. Construction of a two family home will require the payment of a fee to cover the cost of planting two (2) trees. The fee will be paid in conjunction with the building permit. The variety is determined by the Town’s master planting list. If determined by the Town Arborist that the requisite tree is not appropriate for location within the ROW, the fees will be used to plant trees on other Town properties.”*

### Policy/Procedures

This tree planting requirement involves several departments. Following are the procedures relating to the billing, collecting and accounting for these Fees:

1. The Building Inspectors Office will bill the Tree Planting fee (set at the annual organizational meeting) to the person or company constructing the dwelling. The Tree Planting fee will be separate and distinct from the building permit fee.
2. The Tree Planting Fee is then collected by the Town Clerk (along with the building permit fee). The Town Clerk will report the amounts collected for the Tree Planting fee separate from the building permit fees and transmit such on a monthly basis to the Accounting Office.

3. Upon receipt of information and funds from the Town Clerk's Office, the Accounting Office will record the revenue in the General Fund (revenue account -- Tree Planting Fee).
4. The Planting of the tree(s) in the right-of-way will be a condition of the Certificate of Occupancy (CO) with the following exceptions:
  - A) If the Town Arborist determines that the requisite tree is not appropriate for location with the ROW, the fees will be used to plant trees on other Town properties.
5. Trees shall be planted in accordance with section 144-44 (C) (1) (b) of the town code (Landscape Plan).
6. When the building inspector's office has determined the tree(s) have survived one year, formal notice shall be given to the town clerk's office and 80% of the tree fee shall be returned to the person or company constructing the dwelling. The 80% return shall not apply if, under section 4 (A) above, the tree is planted on town property.

**RESOLVED, that the Orchard Park Town Board sets the tree planting fee at \$500.00 per tree effective October 5, 2020.**



**TOWN OF  
ORCHARD PARK**

**MEMORANDUM**

S.4295 SOUTH BUFFALO STREET  
ORCHARD PARK, NEW YORK 14127  
(716) 662-6432, ext. 2202

**DATE:** August 31, 2020

**TO:** Town Clerk, Remy Orffeo  
Kathy Swarbrick  
Building Inspector Steve Bremer

**FROM:** Rose Messina

**SUBJECT:** Item(s) for September 2, 2020 - TB Agenda

---

**NEW BUSINESS:**

**Please refer the following to the Planning, Conservation, and Architectural Overlay District Boards for review & recommendation;**

1. Proposed redevelopment of site at the South East Corner of North Buffalo & Milestrip Roads, by Benderson Development, Zoned B3. Requesting to demolish two existing structures and parking lots, to construct a new 12,772 sq. ft. Medical Office Building, with associated parking and site improvements. (SBL#161.08-2-1)

[Home \(Default.aspx\)](#) » Early Voting

# Erie County Early Voting

Starting October 24, 2020 all active registered voters in Erie County are eligible to cast an early voting ballot. Registered voters will be able to cast their ballot at any of the thirty-seven (37) designated early voting locations. Erie County's Election Inspectors will now use Electronic Poll Books and Ballot-on-Demand systems to facilitate early voting. Any ballots cast on election day must be cast at the voter's district polling location designated by the Erie County Board of Elections as noted by the voter registration card mailed to the voter or found [here](#). ([VSearch2.aspx](#))

## Dates:

Saturday, October 24, 2020 – Sunday, November 1, 2020

## Hours (all locations):

Monday-Friday Noon-9pm

Saturday-Sunday Noon-6pm

## Locations: Click on Location Name to view the map

[Erie County Board Of Elections \(https://www.google.com/maps/place/134+W+Eagle+St,+Buffalo,+NY+14202/\)](https://www.google.com/maps/place/134+W+Eagle+St,+Buffalo,+NY+14202/)

[Buffalo Community Development Ctr \(https://www.google.com/maps/place/203+Sanders+Rd,+Buffalo,+NY+14216/\)](https://www.google.com/maps/place/203+Sanders+Rd,+Buffalo,+NY+14216/)

[First Centennial Baptist Church \(https://www.google.com/maps/place/273+High+St,+Buffalo,+NY+14204/\)](https://www.google.com/maps/place/273+High+St,+Buffalo,+NY+14204/)

[Broadway Market \(https://www.google.com/maps/place/999+Broadway,+Buffalo,+NY+14212/\)](https://www.google.com/maps/place/999+Broadway,+Buffalo,+NY+14212/)

[Hennepin Center \(https://www.google.com/maps/place/24+Ludington+St,+Buffalo,+NY+14206/\)](https://www.google.com/maps/place/24+Ludington+St,+Buffalo,+NY+14206/)

[Delavan Grider Community Center \(https://www.google.com/maps/place/877+E+Delavan+Ave,+Buffalo,+NY+14215/\)](https://www.google.com/maps/place/877+E+Delavan+Ave,+Buffalo,+NY+14215/)

[Salvation Army West Side Comm Ctr \(https://www.google.com/maps/place/187+Grant+St,+Buffalo,+NY+14213/\)](https://www.google.com/maps/place/187+Grant+St,+Buffalo,+NY+14213/)

[Northwest Buffalo Community Center \(https://www.google.com/maps/place/155+Lawn+Ave,+Buffalo,+NY+14207/\)](https://www.google.com/maps/place/155+Lawn+Ave,+Buffalo,+NY+14207/)

[Tosh Collins Community Center \(https://www.google.com/maps/place/35+Cazenovia+St,+Buffalo,+NY+14220/\)](https://www.google.com/maps/place/35+Cazenovia+St,+Buffalo,+NY+14220/)

[Gloria J Parks Community Center \(https://www.google.com/maps/place/3242+Main+St,+Buffalo,+NY+14214/\)](https://www.google.com/maps/place/3242+Main+St,+Buffalo,+NY+14214/)

[Senior Citizens Center \(https://www.google.com/maps/place/230+Martin+Rd,+Lackawanna,+NY+14218/\)](https://www.google.com/maps/place/230+Martin+Rd,+Lackawanna,+NY+14218/)

[Tonawanda City Hall \(https://www.google.com/maps/place/200+Niagara+St,+Tonawanda,+NY+14150/\)](https://www.google.com/maps/place/200+Niagara+St,+Tonawanda,+NY+14150/)

[Alden Municipal Building \(https://www.google.com/maps/place/13336+Broadway,+Alden,+NY+14004/\)](https://www.google.com/maps/place/13336+Broadway,+Alden,+NY+14004/)



Amherst Senior Center ( <a href="https://www.google.com/maps/place/370+John+James+Audubon+Pkwy,+Buffalo,+NY+14228/">https://www.google.com/maps/place/370+John+James+Audubon+Pkwy,+Buffalo,+NY+14228/</a> )
Aurora Senior Citizen Center ( <a href="https://www.google.com/maps/place/101+King+St,+East+Aurora,+NY+14052/">https://www.google.com/maps/place/101+King+St,+East+Aurora,+NY+14052/</a> )
Boston Town Hall ( <a href="https://www.google.com/maps/place/8500+Boston+State+Rd,+14025/">https://www.google.com/maps/place/8500+Boston+State+Rd,+14025/</a> )
Brant Town Hall ( <a href="https://www.google.com/maps/place/1272+Brant+North+Collins+Rd,+Brant,+NY+14027/">https://www.google.com/maps/place/1272+Brant+North+Collins+Rd,+Brant,+NY+14027/</a> )
Leonard VFW Post 6251 ( <a href="https://www.google.com/maps/place/2450+Walden+Ave,+Buffalo,+NY+14225/">https://www.google.com/maps/place/2450+Walden+Ave,+Buffalo,+NY+14225/</a> )
Clarence Town Hall ( <a href="https://www.google.com/maps/place/1+Town+Pl,+Clarence,+NY+14031/">https://www.google.com/maps/place/1+Town+Pl,+Clarence,+NY+14031/</a> )
Colden Town Hall ( <a href="https://www.google.com/maps/place/8812+State+Rd,+Colden,+NY+14033/">https://www.google.com/maps/place/8812+State+Rd,+Colden,+NY+14033/</a> )
Collins Town Hall ( <a href="https://www.google.com/maps/place/14093+Mill+St,+Collins,+NY+14034/">https://www.google.com/maps/place/14093+Mill+St,+Collins,+NY+14034/</a> )
Concord Senior Center ( <a href="https://www.google.com/maps/place/40+Commerce+Dr,+Springville,+NY+14141/">https://www.google.com/maps/place/40+Commerce+Dr,+Springville,+NY+14141/</a> )
American Legion 800 ( <a href="https://www.google.com/maps/place/2912+Legion+Dr,+Eden,+NY+14057/">https://www.google.com/maps/place/2912+Legion+Dr,+Eden,+NY+14057/</a> )
Elma Senior Center ( <a href="https://www.google.com/maps/place/3007+Bowen+Rd,+Elma,+NY+14059/">https://www.google.com/maps/place/3007+Bowen+Rd,+Elma,+NY+14059/</a> )
Evans Center Fire Hall ( <a href="https://www.google.com/maps/place/8298+Erie+Rd,+Angola,+NY+14006/">https://www.google.com/maps/place/8298+Erie+Rd,+Angola,+NY+14006/</a> )
Grand Island Welcome Center ( <a href="https://www.google.com/maps/place/1999+Alvin+Rd,+Grand+Island,+NY+14072/">https://www.google.com/maps/place/1999+Alvin+Rd,+Grand+Island,+NY+14072/</a> )
Hamburg Town Hall ( <a href="https://www.google.com/maps/place/6100+South+Park+Ave,+Hamburg,+NY+14075/">https://www.google.com/maps/place/6100+South+Park+Ave,+Hamburg,+NY+14075/</a> )
Holland Community Center ( <a href="https://www.google.com/maps/place/Holland+Community+Center/@42.6470978,-78.5449421,17z/data=!4m13!1m7!13m6!1s0x89d3ac5d5b4e1659:0x878.542753413m4!1s0x89d3ac5d5c9f7907:0x8c89177765289003!8m2!13d42.6481766!4d-78.5455493">https://www.google.com/maps/place/Holland+Community+Center/@42.6470978,-78.5449421,17z/data=!4m13!1m7!13m6!1s0x89d3ac5d5b4e1659:0x878.542753413m4!1s0x89d3ac5d5c9f7907:0x8c89177765289003!8m2!13d42.6481766!4d-78.5455493</a> )
Lancaster Municipal Building ( <a href="https://www.google.com/maps/place/5423+Broadway,+Lancaster,+NY+14086/">https://www.google.com/maps/place/5423+Broadway,+Lancaster,+NY+14086/</a> )
Marilla Community Center ( <a href="https://www.google.com/maps/place/1810+Two+Rod+Rd,+Marilla,+NY+14102/">https://www.google.com/maps/place/1810+Two+Rod+Rd,+Marilla,+NY+14102/</a> )
Akron Village Hall ( <a href="https://www.google.com/maps/place/21+Main+St,+Akron,+NY+14001/">https://www.google.com/maps/place/21+Main+St,+Akron,+NY+14001/</a> )
North Collins Senior Center ( <a href="https://www.google.com/maps/place/11065+Gowanda+State+Rd,+North+Collins,+NY+14111/">https://www.google.com/maps/place/11065+Gowanda+State+Rd,+North+Collins,+NY+14111/</a> )
Orchard Park Community Activity ( <a href="https://www.google.com/maps/place/4520+California+Rd,+Orchard+Park,+NY+14127/">https://www.google.com/maps/place/4520+California+Rd,+Orchard+Park,+NY+14127/</a> )
Sardinia Community Center ( <a href="https://www.google.com/maps/place/12320+Savage+Rd,+Chaffee,+NY+14030/">https://www.google.com/maps/place/12320+Savage+Rd,+Chaffee,+NY+14030/</a> )
Kenmore Municipal Building ( <a href="https://www.google.com/maps/place/2919+Delaware+Ave,+Kenmore,+NY+14217/">https://www.google.com/maps/place/2919+Delaware+Ave,+Kenmore,+NY+14217/</a> )
Wales Community Center ( <a href="https://www.google.com/maps/place/12345+Big+Tree+Rd,+Wales+Center,+NY+14169/">https://www.google.com/maps/place/12345+Big+Tree+Rd,+Wales+Center,+NY+14169/</a> )
West Seneca Community Center ( <a href="https://www.google.com/maps/place/1300+Union+Rd,+Buffalo,+NY+14224/">https://www.google.com/maps/place/1300+Union+Rd,+Buffalo,+NY+14224/</a> )

# **PUBLIC NOTICE**

## **30-DAY PERIOD FOR INCLUSION OF PREDOMINANTLY VIABLE AGRICULTURAL LANDS INTO EXISTING AGRICULTURAL DISTRICTS**

Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district.

Copies of the application form have been provided to Municipal Clerks, Assessors, and Chief Elected Officials for distribution to interested landowners. The application is also available on the DEP website at [www.erie.gov/agenrollment](http://www.erie.gov/agenrollment).

The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning.

A public hearing will also be scheduled at a later date to consider all inclusion requests and the recommendations of the Erie County Agricultural and Farmland Protection Board.

### **CONTACT:**

Sarah Gatti, Senior Planner  
Erie County Environment & Planning  
95 Franklin Street, 10<sup>th</sup> Floor  
Buffalo, NY 14202  
Phone: (716) 858-6014  
Fax: (716) 858-7248  
Email: [agriculture@erie.gov](mailto:agriculture@erie.gov)



# COUNTY OF ERIE

MICHAEL P. KEARNS  
COUNTY CLERK

Hon. Remy C. Orffeo  
Orchard Park Town Hall  
4295 S. Buffalo St.  
Orchard Park, NY 14127

Dear Hon. Remy C. Orffeo,

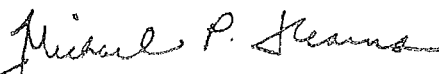
I have enclosed the 2019 Annual Report on the accomplishments and status of the work done by the Erie County Clerk's Office.

My hope is that you find the Annual Report both educational and informative. Please contact my office if you would like to discuss the report or if I could explain any of the topics further to you.

Your contact for questions or concerns regarding any services provided by the County Clerk's Office is Kelly Krug at 858-6985.

It is my pleasure to serve the residents of Erie County.

Sincerely,

  
Michael P. Kearns  
Erie County Clerk

Enclosure