

Town of Orchard Park

Resolutions for Amendment of Budgets

November 2, 2022

Ad Valorem Budget (General, Town Outside Village, and Highway Funds)

WHEREAS, officers and employees in charge of various administrative units of the government of the Town of Orchard Park have submitted estimates of revenues and expenditures for the fiscal year ending December 31, 2023, AND

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative ad valorem budget to be prepared, and the Town Clerk has presented such budget to this Town Board, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2023, and a public meeting was conducted on November 2, 2022 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary budget is changed, altered and revised and as hereinafter set forth, for the fiscal year ending December 31, 2023.

<u>Account Code</u>	<u>Decrease Amount</u>
A03310 50105 Traffic Control Laborers	\$19,669
A03310 50211 Traffic Control Signs	\$8,000
A03310 50211 Traffic Control Electric	\$2,000
A03310 50211 Traffic Control Signals	\$3,500
A03310 50211 Traffic Control Repairs	\$8,000
A05010 50471 Tree and Stump Removal	\$10,000
A08160 50490 Brush & Weeds Hauling	\$6,500
A08540 50439 Drainage Improvement	\$18,000
A08540 50444 Drainage Maintenance	\$12,000
A08540 50406 Drainage Fees	\$1,500
A08560 50468 Forestry Beautification	\$5,000
A08560 50468 Forestry Supplies	\$2,500
A08560 50468 Forestry Stump Removal	\$35,000

A08710 50101 Conservation Board	\$8,741
A08710 50104 Conservation Clerk	\$684
A00000 41120 Sales Tax	\$141,094

<u>Account Code</u>	<u>Increase Amount</u>
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B03310 50105 Traffic Control Laborers	\$19,669
B03310 50211 Traffic Control Signs	\$8,000
B03310 50211 Traffic Control Electric	\$2,000
B03310 50211 Traffic Control Signals	\$3,500
B03310 50211 Traffic Control Repairs	\$8,000
B05010 50471 Tree and Stump Removal	\$10,000
B08160 50490 Brush & Weeds Hauling	\$6,500
B08540 50439 Drainage Improvement	\$18,000
B08540 50444 Drainage Maintenance	\$12,000
B08540 50406 Drainage Fees	\$1,500
B08560 50468 Forestry Beautification	\$5,000
B08560 50468 Forestry Supplies	\$2,500
B08560 50468 Forestry Stump Removal	\$35,000
B08710 50101 Conservation Board	\$8,741
B08710 50104 Conservation Clerk	\$684
B00000 41120 Sales Tax	\$141,094

Town of Orchard Park

Resolutions for Adoption of Budgets

November 2, 2022

Ad Valorem Budget (General, Town Outside Village, and Highway Funds)

WHEREAS, officers and employees in charge of various administrative units of the government of the Town of Orchard Park have submitted estimates of revenues and expenditures for the fiscal year ending December 31, 2023, AND

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative ad valorem budget to be prepared, and the Town Clerk has presented such budget to this Town Board, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2023, and a public meeting was conducted on November 2, 2022 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary budget, is hereby adopted as the annual ad valorem budget of the Town of Orchard Park for the fiscal year ending December 31, 2023.

Benefit Basis Budgets (Special Districts)

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative benefit basis budget to be prepared and filed with the Town Clerk's Office, as provided by law, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2023, and a public meeting was conducted on November 2, 2022 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary benefit basis budget, is hereby adopted as the annual benefit basis budget of the Town of Orchard Park for the fiscal year ending December 31, 2023.

BE IT FURTHER RESOLVED, that the adopted annual ad valorem budget and benefit basis budget of the Town of Orchard Park for the fiscal year ending December 31, 2023 represents a tax levy increase of 1.81 percent from the fiscal year ending December 31, 2022.

Letter of Authorization

BE IT RESOLVED, that the Town Board of the Town of Orchard Park in accordance with New York State Town Law, Section 198, does hereby adopt all special charges as outlined on the attached "Letter of Authorization".

PUBLIC NOTICE

2023 PRELIMINARY BUDGET & BENEFIT BASIS SPECIAL DISTRICT

NOTICE IS HEREBY GIVEN that the Ad Valorem & Benefit Basis Special District Preliminary Budgets of the Town of Orchard Park for the fiscal year beginning January 1, 2023 has been completed by the Supervisor and filed in the office of the Town Clerk, S4295 South Buffalo Street, Orchard Park NY 14127, where it is available for inspection by all interested persons at all reasonable hours.

FURTHER NOTICE IS HEREBY GIVEN that the Town Board of the Town of Orchard Park will meet and review said revised Budgets and hold a Public Hearing at the Orchard Park Municipal Building on Wednesday, November 2, 2023 at 7:00 PM (local time) and that at such hearing any person may be heard in favor of or against any item or items therein contained pursuant to Section 108 of the Town Law. The proposed salaries of the following town officers are here specified as follows:

Supervisor	\$ 84,177
Councilmember (1)	\$ 22,131
Councilmember (1)	\$ 22,131
Councilmember (1)	\$ 22,131
Councilmember (1)	\$ 22,131
Town Justice (1)	\$ 49,462
Town Justice (2)	\$ 50,822
Town Clerk	\$ 74,558
Supt. of Highways	\$ 80,193

Dated: 09/28/22
Remy C. Orffeo
Town Clerk

Letter of Authorization

To: Erie County Real Property Tax Department
From: Town of Orchard Park
Subject: Unpaid items to be included in tax warrant
Date: 10/18/2022

In accordance with New York State Town Law, section 198, the town board has opted to enforce various unpaid accounts for water, sewer, refuse and other unpaid town services as indicated below, by placing a lien upon the real property for which such services were provided. **Be sure to include a copy of the resolution(s) adopting all special town charges.**

In light of the aforementioned, the Erie County Legislature shall levy in such sums as indicated below and against the applicable properties as provided for on the town assessor's master computer assessment roll file, which is also hereby being delivered by the assessor with this letter of authorization.

• Total Unpaid Water (EC & OP)	\$ \$2,279.37 (\$639.14/\$1,640.23)
• Total Unpaid Sewer	\$ -
• Total Unpaid Refuse	\$ 6,198.53
• Total Agric Penalty	\$ 1,777.70 -
• Total Prop. Maint.	\$ 3,289.89
• Total Other Charges	\$ -
• Total Omitted Taxes	\$ -

Total of Items Above \$ 13,545.49

Certification Town of Orchard Park

Eugene L. Majcheral

Town Supervisor

Date 10-19-22

Ray C. Russo

Town Clerk

Assessors Use Only

Date RPS file submitted to County RPTS _____

I hereby certify that the entries on the master assessment roll file delivered herewith equal the amounts as required by the town board as provided for above.

D. Stefan
Assessor

10/26/22
Date

County RPTS Use Only

Date filed received _____ By: _____

File in balance Yes _____ No _____



TOWN OF ORCHARD PARK

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

TOWN SUPERVISOR
EUGENE L. MAJCHRZAK

COUNCILMEMBER
CONOR T. FLYNN

COUNCILMEMBER
JOSEPH C. LIBERTI

COUNCILMEMBER
JULIA C. MOMBREA

COUNCILMEMBER
SCOTT J. HONER

October 26, 2022

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

Re: Award of Bid – Municipal Building Carpet Replacement Project

Dear Board Members:

Bids were opened for the Municipal Building Carpet Replacement Project on October 24, 2022 at 9:00 am. This project entails carpet removal and replacement in the Assessor's, Building Inspector's, Planning and Engineering Department offices.

The project was bid formally and five companies requested bid documents. Three out of the five companies were local vendors. The other two potential bidders were from out of the state. The Town received three bids; from Hamburg Floorcovering, Inc., Custom Carpet Centers and Buffalo Commercial Flooring and Installations. These companies showed previous interest in the project and visited the site. Bids were opened and Hamburg Floorcovering, Inc. bid \$40,593.98, Custom Carpet Centers bid \$43,028.66 and Buffalo Commercial Flooring and Installations bid \$45,483.00.

The Maintenance Department has reviewed the bids of the three companies who submitted proposals. All three of these companies are more than capable of completing this project in the time frame identified. The low bidder is therefore Hamburg Floorcovering, Inc., they are familiar with the specified products and required installation methods. The company has been found to have the qualifications and experience to perform this work. I have no reservations about their capabilities.

Funding for this project is in place under the "Municipal Building" capital project account.

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

1) Award the contract for the "Municipal Building Carpet Replacement Project" to the lowest responsible bidder, Hamburg Floorcovering, Inc. 120 South Avenue, West Seneca, New York 14224 in the amount not to exceed \$40,593.98.

Respectfully submitted,

Robert F. Benning
Maintenance Department

Attachment

cc: (Remy Orffeo, Town Clerk)
File

Visit the Town's website at www.orchardparkny.org

TC

WHEREAS, the Orchard Park Supervisor's Office has an opening for the position of Part-Time Assistant to the Supervisor; and

WHEREAS, Carolyn Potopchuk meets the qualifications for the position of Part-Time Assistant to the Supervisor; and

WHEREAS, Carolyn Potopchuk is able and ready to accept this position.

NOW, THEREFORE be it

RESOLVED, that the Town Board does hereby appoint Carolyn Potopchuk to the position of Part-Time Assistant to the Supervisor (non-union) at a rate of \$18.00 an hour, effective October 31, 2022, upon recommendation of the Town Supervisor.

TC

RESOLVED, that the Town Board does hereby appoint Molly Cohen to the position of full-time Public Safety Dispatcher, to be effective November 10, 2022, CSEA pay range 7 Step A, as recommended by the Chief of Police.

TC

RESOLVED, that the Town Board does hereby appoint Kimberly Marron to the position of full-time Public Safety Dispatcher, to be effective November 14, 2022, CSEA pay range 7 Step "First Year", as recommended by the Chief of Police.

SMALL WIRELESS FACILITIES MASTER LICENSE AGREEMENT

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this 2nd day of November, 2022 ("Effective Date"), by and between the Town of Orchard Park ("Town") and Bell Atlantic Mobile Systems LLC ("Verizon" or "Verizon"). Town and Verizon are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

A. Town owns, operates, maintains or otherwise controls the public rights-of-way situated within its jurisdictional boundaries and owns as its personal property a certain number of poles located in the public rights-of-way.

B. Verizon owns and/or controls, maintains and operates a wireless communications network, for which Verizon desires to install, attach, operate and maintain Small Wireless Facilities (as defined below) in the public rights-of-way as provided herein.

C. Town recognizes that Small Wireless Facilities, including facilities commonly referred to as "small cells" and "distributed antenna systems," are critical for the Town's population to access advanced technologies wirelessly and are often deployed most effectively in the public rights-of-way.

D. The Parties acknowledge and agree that the purpose of this Agreement is to permit the deployment of Small Wireless Facilities within the public rights-of-way, subject to the all applicable Laws (as defined below), including but not limited to the rules, regulations and orders of the Federal Communications Commission, as further described herein.

ACCORDINGLY, in consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, Town grants Verizon a nonexclusive license to (i) access, use and occupy the Town's ROW (as defined below) 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonably necessary to access, connect, operate and provide power to its equipment ("Equipment") that enables Verizon's wireless communications ("Verizon's Use"); (ii)

use and/or replace Town owned or controlled poles for Verizon's Use ("Town Owned Poles"); (iii) use privately owned or controlled poles, including replacement poles, for Verizon's Use in the ROW pursuant to agreement with the entity owning the poles ("Privately Owned Poles") (iv) install, replace or remove Verizon, Verizon affiliate or, for Verizon's benefit, third-party owned poles in the ROW for Verizon's Use ("Verizon Owned Poles") (collectively the poles identified in subclauses (ii), (iii) and (iv) are referred to as "Poles"). For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the Town. Verizon's Use of Poles shall, in accordance with Section 4, require the Town's approval of a Pole License (as defined below). The Town expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.

2. Term of Agreement. The term of this Agreement shall be for 15 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for 1 additional 15 year period. After the expiration or earlier termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.

3. Fees. Verizon shall pay to the Town the Fees set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. Verizon shall pay the one-time application fee with submission of the Pole Application (defined in Section 4(a)). Verizon shall pay the initial recurring fee within ninety (90) days of the Commencement Date (defined in Section 4(e)) and pay subsequent recurring fees on or before each anniversary of the Commencement Date. Before any recurring fees are paid, Town shall provide Verizon a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Verizon may make payments by check made out to the order of the Town of [Orchard Park] and sent to the following address or through electronic transfer subject to the Town's approval and necessary bank routing instructions.

Town of Orchard Park
Supervisor's Office
4295 S Buffalo St
Orchard Park, NY 14127

4. Pole License.

(a). Prior to installing any Equipment, new Verizon Owned Poles or replacement Town Poles or Privately Owned Poles, Verizon shall file an application with Town of Orchard Park Supervisor's Office in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. Within 60 days of receipt of a Pole Application for Equipment or replacement of Town Poles or Privately Owned Poles or 90 days for new Verizon Owned Poles, the Town shall, in writing, approve or reject the Pole Application, otherwise the Pole Application shall be deemed approved. If the Town timely rejects the Pole Application, the review period will be suspended until Verizon cures the non-compliance. Upon approval, a Pole Application shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application.

(b). Town may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height, dimension or other parameters for small wireless facilities under applicable Law ("Small Wireless Facilities"); or (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the Town's pole attachment laws for traffic light poles, show interference with the Town's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria (defined in Section 4(c)).

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the Town shall apply only if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility application submitted hereunder, and (iv) comply with applicable federal and state Laws. If replacement or reinforcement of an existing pole, or installation of a new pole, is necessary, Verizon shall provide engineering design and specification drawings demonstrating the proposed installation/alteration. Changes made to the Town's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws. Equipment types and installation configurations substantially consistent with the drawings and plans attached hereto as Exhibit C are deemed to comply with the Design Criteria.

(d). Verizon shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Verizon may install an electric meter on the pole or the ground adjacent to the pole.

(e). The term of each Pole License shall be 10 years beginning on the first day of the month following the date that is 90 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Verizon provides written notice to the Town prior to the expiration of the then current term that Verizon will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.

(f). A Pole License may be terminated prior to the expiration of its term: (i), by Town upon written notice to Verizon, if Verizon fails to pay any amount when due and such failure continues for 30 days after Verizon's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice; (iii) by Verizon at any time for any reason or no reason; or (iv) by Verizon in the event that Verizon fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Verizon.

(g). Following expiration or earlier termination of any Pole License, Verizon shall remove all Verizon Poles and/or Equipment and, other than reasonable wear and tear, repair and restore Town Poles and the ROW to prior condition, unless Town authorizes otherwise. In the event Verizon removes any Town Poles pursuant to this Agreement, the Town shall retain ownership over such Town Poles and shall provide directions to Verizon for their reuse or disposal.

Equipment installed on Privately Owned Poles shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

5. Permits/Municipal Code. While the requirements of the Town's Code ("Code") are in addition to the requirements of this Agreement, Verizon shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. Town may only impose on the permit those conditions permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. Within 180 days after the Effective Date, Town will consider revisions to the Code to conform to this Agreement and applicable Law.

6. Interference.

(a). Verizon will not cause interference to Town traffic, public safety or other communications signal equipment in the ROW. Town agrees that Town will not cause interference to Verizon Poles, Verizon's Equipment or Verizon's Use.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Verizon's Network Operations Center at (800) 621-2622) or to Town at (Supervisor's Office), and the parties shall work together to cure the interference as soon as commercially possible.

7. Maintenance, Repairs and Modifications.

(a). Equipment Maintenance, Repairs and Modifications. Verizon shall keep and maintain all Equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of Town. Verizon may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Equipment at any time. Verizon may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the size, height and weight of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other Town approval. Verizon shall obtain all required permits and prior approvals from the Town for all other work subject to the terms of this Agreement.

(b). Pole Repairs and Replacements. If a Town pole for which Verizon has a Pole License is in need of repair or replacement, the Town shall promptly repair or replace such pole, unless otherwise agreed by the Parties in a Pole License. If Town becomes aware of damage to a Town pole that supports the Equipment, Town shall notify Verizon's Emergency Contact as soon as practicable. The Parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a pole that impacts Verizon's Use, Verizon may repair or replace the pole with a like-kind pole at its own expense. Verizon may reinstall its Equipment after a damaged pole has been repaired or replaced. Verizon may temporarily use an alternative pole or structure reasonably acceptable to the Parties during repair or restoration of a pole.

(c). Emergency Events. Town reserves the right to take all reasonable actions in the

case of an emergency to protect the public health and safety of its citizens, and to ensure the safe operation of its rights of way and public facilities. The Parties will use reasonable efforts to coordinate any emergency responses. In case of an emergency affecting the Equipment or Verizon's Use, Verizon may access the ROW and perform necessary repairs to its Equipment and to the pole, including the right to install a replacement pole, without first obtaining any otherwise necessary permit(s) or authorization(s). All emergency work in the ROW shall be conducted in a safe and good workmanlike manner and in accordance with Laws.

(d). Emergency Contacts. Verizon's network operations center may be reached 24/7 at (800) 621-2622. Licensor's 24/7 emergency contact information is (716) 662-6444. Each Party will maintain the emergency contact information current at all times with the other Party.

8. Removal and Relocation. No later than 180 days after receipt of written notice from Town, Verizon shall remove and may relocate License Poles and /or Equipment to an alternative location made available by Town due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of Town traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of Town property. The Town shall require removal or relocation only if necessary. If Verizon fails to remove or relocate any Verizon Pole or Equipment within 180 days, Town shall be entitled to remove the Verizon Pole or Equipment at Verizon's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. Town shall use best efforts to provide a reasonably equivalent location that affords Verizon substantially similar engineering objectives.

9. Indemnity/Damages. Verizon shall indemnify, defend and hold the Town, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Verizon's Use or Verizon's breach of this Agreement. Verizon's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the Town or other Indemnified Party. The Town shall give prompt written notice to Verizon of any claim for which the Town seeks indemnification. Verizon shall have the right to investigate these claims. Verizon shall not settle any claim without reasonable consent of the Town, unless the settlement (i) will be fully funded by Verizon, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance.

(a). Verizon and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the Town as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the Town; (iii) contain a waiver of subrogation for the Town's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). If requested, Verizon shall provide the Town with a Certificate of Insurance to provide evidence of insurance. Verizon will endeavor to provide the Town with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Verizon may assign this Agreement, any Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Verizon; or (ii) that acquires all or substantially all of the Verizon's assets in the market. Verizon shall provide the Town notice of any such assignment. Otherwise, Verizon shall not assign or transfer this Agreement or the rights granted hereunder without the Town's consent.

12. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to Town:	With a copy to:
Town of Orchard Park 4295 S Buffalo St Orchard Park, NY 14127 Attn: Supervisor's Office	Town of Orchard Park 4295 S Buffalo St Orchard Park, NY 14127 Attn: Town Clerk's Office
If to Verizon:	With a copy to:
Bell Atlantic Mobile Systems LLC 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate	Bell Atlantic Mobile Systems LLC 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Taxes. If Town is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Verizon with respect to the transactions contemplated by this Agreement, then Town shall bill such Tax to Verizon in the manner and for the amount required by Law. Verizon shall pay such billed amount of Tax to Town, and Town shall remit such Tax to the appropriate tax authorities as required by Law. Verizon shall have no obligation to pay any Tax for which Verizon is exempt. Otherwise, Verizon shall be responsible for paying all Taxes that are the legal responsibility of Verizon under Laws.

14. Laws; Non-discrimination; Definition of Small Cell Facility.

(a) The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications Commission regulations and order (“Law” or “Laws”).

(b) Notwithstanding anything else in this Agreement, Town shall treat Verizon in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or Town poles.

(c) “Small Wireless Facilities” are defined as those meeting the following conditions:

- i. The facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than 10 percent taller than adjacent structures, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- ii. each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume, and
- iii. all other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Verizon an interest in the Town’s ROW or Town assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

TOWN OF Orchard Park
Supervisor's Office

Bell Atlantic Mobile Systems LLC

(Signature)

(Signature)

Printed Name:
Title:
Date:

Printed Name:
Title:
Date:

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A
FEE SCHEDULE

One-Time Pole License Application Fees: \$500.00 for an application for attaching to up to 5 facilities, and \$100.00 for each additional attachment beyond 5, and \$1,000.00 for an application for a new pole.

Town-owned Poles Recurring Fee: \$100.00 - per pole per year

Privately Owned Poles or Verizon Owned Poles Previously Permitted for Installation
Recurring Fee: \$50.00 – per pole per year

Except as provided in this Fee Schedule, the Town shall not require any other or additional recurring fees, costs, or charges of any kind.

**EXHIBIT B
Form of Application for Pole License**

**Pole License Application No. _____
For Installation of Verizon Pole and/or Attachment of Small Wireless
Facilities to Town Pole(s)**

Applicant/Verizon: _____

Governing Agreement: Small Wireless Facilities Master License Agreement dated _____
("Master License Agreement")

Date: _____

Pole Type	Verizon Site ID #	Town Site ID #	Lat/Long Coordinates	General Equipment Description	Application Fee (per Pole)	Annual Fee (per Pole)
[Streetlight]					\$	\$
Total					\$	\$

***Application and Annual Fees to commence and be paid consistent with the terms of the Master License Agreement. If application includes more than one (1) site, or a "batch" application, rejection of one (1) or more sites included in the batch application shall not constitute a rejection of all other acceptable sites.**

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Verizon Poles and/or Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the Town Pole requires reinforcement in order to accommodate attachment of Equipment. If pole reinforcement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation includes the replacement of an existing Town Pole or installation of a new Verizon Pole, provide applicable design and specification drawings.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.

ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE TOWN WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE TOWN TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

-----**FOR TOWN USE ONLY**-----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

TOWN POLE LICENSE APPROVAL DATE: _____

EXHIBIT C

Equipment Types and Installation Configurations



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

TOWN ENGINEER
WAYNE L. BIELER, P.E.

November 1, 2022

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

Re: Town of Orchard Park Pedestrian Walkability Project (School Sidewalks)
PIN: 576471

Dear Board Members:

As you are aware, the Town of Orchard Park with support from the Orchard Park School District, applied for a \$2,000,000 sidewalk project for the High School, Windom Elementary and Eggert Road Elementary areas.

The Transportation Alternates Program (TAP) allows for applications to be submitted in areas where there are potential conflicts with pedestrians and vehicular traffic. All three of the schools identified in the application did not have sidewalks available and students were forced to walk in vehicular travel lanes. The proposed sidewalks would also provide some connectivity to areas that were previously isolated from safe pedestrian travel. The Transportation Alternates Program provides 80% funding and requires a 20% local match. In this instance, the project award is \$1,600,000 and the local match is \$400,000. The project proposes to construct 9,829 linear feet of ADA-compliant sidewalks. The Initial Project Proposal (IPP) is the next step of general scope and schedule of values before the actual grant agreement.

I, therefore, recommend the Supervisor be authorized to sign and submit the "Initial Project Proposal" for the Town of Orchard Park Pedestrian Walkability Project – PIN: 5764.71.

Respectfully submitted,

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

cc: Remy Orffeo, Town Clerk
Timothy Gallagher, Town Attorney
File# 2021.021

Visit the Town's website at www.orchardparkny.org



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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TOWN ENGINEER
WAYNE L. BIELER, P.E.

November 1, 2022

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

**Re: Consultant Agreement with C&S Companies
Design Professional Services
OP Highway Salt Barn Rehabilitation Project**

Dear Board Members:

As you are aware, for the past several years the Town has made and is making additional temporary repairs to the Orchard Park Highway's Salt Barn that is in disrepair. The Town retained the services of C&S companies to prepare design plans and to assist in bidding of the OP Highway Salt Barn Rehabilitation Project.

I have negotiated a detailed scope of work and proposed fee with C&S companies to complete the design documents for the OP Highway Salt Barn Rehabilitation Project. A capital account AB016 "OP Highway Salt Barn Rehabilitation" is being created and will be funded at the next Town Board Meeting per Accounting Capital Accounts Meeting.

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

- Authorize the Supervisor to sign an agreement with C&S Companies, 141 Elm Street, Suite 100, Buffalo, NY 14203 to provide professional design services for the OP Highway Salt Barn Rehabilitation Project for a lump sum fee not to exceed of \$15,110.
- Approve the creation of Capital Account AB016 "OP Highway Salt Barn Rehabilitation".

Respectfully submitted,

Wayne L. Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orfeo, Town Clerk
Nicole Ruf, Drescher & Malecki
Timothy Gallagher, Town Attorney
File # _____

S:\Town Projects\Letter to TB for C&S Companies Salt Barn Design Agreement 11-1-22.doc

Visit the Town's website at www.orchardparkny.org



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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TOWN ENGINEER
WAYNE L. BIELER, P.E.

November 1, 2022

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

**Re: Consultant Agreement with C&S Companies
Design Professional Services
OP Highway Fuel Facility Replacement Project**

Dear Board Members:

As you are aware, the Town has been considering replacing the Orchard Park Highway's existing underground storage tank fueling facility with an above ground storage tank in a new location. The existing underground storage tank fueling facility is nearing the end of its service life, insurance concerns are an issue and replacement is needed before the facility has to be taken out of service. The Town retained the services of C&S companies to prepare design plans and to assist in bidding of the Orchard Park Highway Fuel Facility Replacement Project.

I have negotiated a detailed scope of work and proposed fee with C&S companies to complete the design documents for the Orchard Park Highway Fuel Facility Replacement Project attached. A Capital Account AB015 "OP Highway Fuel Facility Replacement" is being created and will be funded at the next Town Board Meeting per Accounting Capital Accounts Meeting.

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

- Authorize the Supervisor to sign an agreement with C&S Companies, 141 Elm Street, Suite 100, Buffalo, NY 14203 to provide professional design services for the Orchard Park Highway Fuel Facility Replacement Project for a lump sum fee not to exceed of \$54,000 with a \$20,000 additional allowance for subcontracted services. Total not to exceed \$74,000.00.
- Approve the creation of Capital Account AB015 "OP Highway Fuel Facility Replacement".

Respectfully submitted,


Wayne L. Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orfeo, Town Clerk
Nicole Ruf, Drescher & Malecki
Timothy Gallagher, Town Attorney
File # _____