

Supporting documents regarding proposed Water District #17-4 were posted online for the March 19, 2025 Town Board Meeting. The Public Hearing was opened and closed on March 19, 2025. The item was tabled and not voted on. Please see supporting documents listed for the March 19, 2025 meeting.



# 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.

March 27, 2025

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

**Re: Change Order #1 to Consultant Agreement  
Elmtree Road & Dorchester Road Reconstruction  
LaBella Associates bought Earth Dimensions**

Dear Board Members:

The Engineering Department is requesting your approval of Change Order #1 to the Consultant Agreement with LaBella Associates (formerly Earth Dimensions) for the Elmtree Road and Dorchester Road Project.

LaBella Associates bought Earth Dimensions and is requesting a \$362.50 for work performed during the month of February. This increase was not included in the agreement with Earth Dimension.

If approved, this change order would increase the agreement amount to \$3,937.50 from \$3,575.00, representing an increase of 9%. There is \$51,575.00 Available in Capital Account DB010, Elmtree/Dorchester.

I, therefore, recommend that you approve Change Order #1 to the Consultant Agreement with LaBella Associates, 300 Pearl Street, Suite 130, Buffalo, New York, 14202, in an amount not to exceed \$362.50.

Respectfully submitted,

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

Attachment

Cc: Remy Orffeo, Town Clerk  
Nichole Ruf, Drescher & Malecki

Timothy Gallagher, Town Attorney  
File 2009.015.1

S:\Town Projects\Elmtree Road & Dorchester Road Reconstruction\Correspondence\Letter to TB - LaBella - Elmtree & Dorchester Change Order 1.doc

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

# INVOICE



LaBella Associates  
300 Pearl Street, Suite 130  
Buffalo, NY 14202  
(716) 551-6281  
www.labellapc.com

Wayne Bieler  
Town of Orchard Park, NY  
4295 S. Buffalo Street  
Orchard Park, NY 14127

February 28, 2025  
Project No: 2250596  
Invoice No: 257926

|                      |                 |
|----------------------|-----------------|
| <b>Invoice Total</b> | <b>\$362.50</b> |
|----------------------|-----------------|

Project Manager Thomas Somerville Billing Contact Friedhaber, Susan  
Project 2250596 Elmtree Road Improvement Project

**For Work Performed during the Period: February 1, 2025 to February 28, 2025**

**Professional Personnel**

|  |           | Hours | Rate   | Amount |                 |
|--|-----------|-------|--------|--------|-----------------|
| Livingstone, Scott   | 2/24/2025 | .50   | 145.00 | 72.50  |                 |
| Reviewed USACE Response to Comments                            |           |       |        |        |                 |
| Somerville, Thomas   | 2/24/2025 | 1.00  | 145.00 | 145.00 |                 |
| Finished response to USACE, sent to client for review/approval |           |       |        |        |                 |
| Somerville, Thomas   | 2/25/2025 | 1.00  | 145.00 | 145.00 |                 |
| Finalized response and sent to agencies                        |           |       |        |        |                 |
| Totals   |           | 2.50  |        | 362.50 |                 |
| <b>Total Labor</b>   |           |       |        |        | <b>362.50</b>   |
| <b>Total This Invoice</b>                                      |           |       |        |        | <b>\$362.50</b> |



# 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.**

March 27, 2025

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

**Re: Multi-Use Maintenance Fuel Facility Project  
Proposed Change Order #1 – L&O Mechanical Contractors**

Dear Board Members:

As you are aware the Multi-Use Maintenance Fuel Facility Project is currently under construction. We have encountered four changes to the project which are summarized below for your review and approval.

- 1A.) This is a credit of (\$11,550.00) for a material change of bollards to guardrail around the fuel tanks.
- 1B.) During the excavation of the electrical service and communication lines for the new fuel facility, two additional trees needed to be removed in order to complete this work at a cost of \$1,645.00.
- 1C.) Design change to install 14" PE pipe instead of 24" HDPE. This was required in order to prevent petroleum products from escaping the containment piping if a spill occurred. This was an increase of \$2,400.00
- 1D.) During the construction of the Multi-Use Maintenance Fuel Facility Project, our contractor encountered organic soils including tree roots. Additional excavation and placement of additional subbase material was installed in order to stabilize the subgrade. We are estimating needing to remove soil and replace with approximately 725 CY of crusher run # 2" stone to complete the project. The contractor has agreed to do this work for a unit rate of \$72.17/ CY. For a cost not to exceed \$52,323.25.

Bonding was approved, but may not have been pulled down for capital account #AB015, Highway Fuel Rehabilitation, in the amount of \$1,992,500.00. This change order will increase the awarded contract amount of \$1,978,000.00 by 2.215% for an adjusted contract amount of \$2,022,818.25. An additional \$30,318.25 will need to be pulled down from the bonding to fund this project.

I, therefore, recommend that you approve Change Order #1 to our contract with L&O Mechanical Contractors, 835 Quaker Road, Macedon, NY 14502 for the Multi-Use Maintenance Fuel Facility Project for an increase to the contract of \$44,818.25.

Respectfully submitted,

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

Attachment

Cc: Remy Orfeo, Town Clerk  
Andy Slotman, OP Highway Superintendent  
Nichole Ruf, Drescher & Malecki LLP  
Timothy Gallagher, Town Attorney  
File #2022.022



# TOWN OF ORCHARD PARK

4295 SOUTH BUFFALO STREET, ORCHARD PARK, NEW YORK 14127

## PROJECT CHANGE ORDER NO.1

PROJECT : Multi-Use Maintenance Fuel Facility Project  
 JOB NO. : 2022.022  
 DATE : 3/27/2025  
 BY : JJK  
 CHANGE ORDER NO. : 1

| ITEM NO. | DESCRIPTION   | QUANTITY | UNIT PRICE | TOTAL         |
|----------|---|----------|------------|---------------|
| 1A       | Eliminate bollards & provide guardrail around tanks.  | L.S.     | L.S.       | (\$11,550.00) |
| 1B       | Removal of 2 additional trees for the installation of electric service                                | L.S.     | L.S.       | \$1,645.00    |
| 1C       | Material Change, provide 14" PE pipe instead of 24" HDPE, between oil stop valve trench drain. (80LF) | L.S.     | L.S.       | \$2,400.00    |
| 1D       | Unit Price, to provide additional excavation and stone for soil improvement.                          | 725      | CY \$72.17 | \$52,323.25   |

**TOTAL CHANGE :** \$44,818.25

|                 |               |
|-----------------|---------------|
| ADDITIONS.....  | \$56,368.25   |
| DEDUCTIONS..... | (\$11,550.00) |
| NET.....        | \$44,818.25   |

|                               |                |
|-------------------------------|----------------|
| ORIGINAL CONTRACT AMOUNT..... | \$1,978,000.00 |
| PREVIOUS CHANGE ORDERS.....   | \$0.00         |
| AMOUNT THIS CHANGE ORDER..... | \$44,818.25    |
| ADJUSTED CONTRACT AMOUNT..... | \$2,022,818.25 |

### APPROVALS:

CONTRACTOR: L&O Mechanical

TOWN ENGINEER: [Signature]

BY: [Signature]

DATE: 3/28/25

DATE: 3/31/25

## **Resolution Establishing the Smart Community Initiative Committee**

**WHEREAS**, the advancement of technology and innovation presents significant opportunities to improve the quality of life, sustainability, and economic growth within our community; and

**WHEREAS**, a collaborative effort involving diverse stakeholders is essential for fostering innovative solutions and ensuring equitable benefits of smart community initiatives;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby establishes the Smart Community Initiative Committee to provide guidance, recommendations, and oversight in the development and implementation of smart community projects;

**BE IT FURTHER RESOLVED**, that the Smart Community Initiative Committee shall consist of the following members:

1. Bob Benning
2. Bill Fulton
3. Jordan Kellerman
4. Joe Liberti
5. Peter Lukasiewicz
6. Kylie Magil
7. John Mariano
8. Anna Worang-Zizzi

**BE IT FURTHER RESOLVED**, that the responsibilities of the Smart Community Initiative Committee shall include, but not be limited to:

Identifying and prioritizing key areas for smart community development. Researching and proposing innovative technologies and best practices. Engaging stakeholders and fostering public-private partnerships. Provide regular monthly reports and recommendations to the Town Board.

Adopted this 2nd of April 2025, by the Town Board.

**RESOLVED**, that the Town Board does hereby appoint William Waltenbaugh to the Board of Assessment Review for a five year term beginning October 1, 2025 and ending September 30, 2030.

**WHEREAS**, Corrections Officers throughout New York State and the nation serve our communities performing difficult work, at times, in dangerous conditions; and

**WHEREAS**, New York State chose to terminate over 2000 Corrections officers following a statewide strike of corrections officers and sergeants who were fighting for safer working conditions; and

**WHEREAS**, New York State already suffers from a shortage of corrections officers within state prisons; and

**WHEREAS**, Governor Kathy Hochul has issued Executive Order 47.3 which forbids state agencies and local governments from appointing, transferring, or promoting any corrections officer who was involved in the strike; and

**WHEREAS**, many local municipalities suffer from staff shortages in a variety of positions that could be filled by former New York State Corrections Officers; and

**WHEREAS**, due to the execution of this executive order, New York State will suffer even further from staffing shortages in state prisons, which will only exacerbate the poor working conditions that existed before the strike; and

**WHEREAS**, to date Oneida, Rensselaer, and Chemung Counties have filed lawsuits against New York State over this ban on hiring the terminated corrections officers arguing that the order violates home rule for local governments.

**NOW, THEREFORE be it**

**RESOLVED**, that the Orchard Park Town Board supports New York State corrections officers and their right to have a workplace with safe working conditions; and be it further

**RESOLVED**, that the Orchard Park Town Board calls upon Governor Kathy Hochul to immediately rescind Executive Order No 47.3 provisions that prohibit the appointment, transfer, and promotion of former/current state corrections officers who participated in the strike; and be it further

**RESOLVED**, that the Orchard Park Town Board Calls upon Erie County Executive Mark Poloncarz and Erie County Personnel Commissioner Bray to rescind the personnel policy related to Executive Order 47.3; and be it further

**RESOLVED**, The Orchard Park Town Board calls on Erie County to join the lawsuits that have been filed by Oneida, Rensselaer and Chemung Counties to protect Erie County and its municipalities from gubernatorial overreach; and be it further

**RESOLVED**, that the Orchard Park Town Clerk is directed to send certified copies of this resolution to New York State Governor Kathy Hochul; Erie County Executive Mark Poloncarz, and the Erie County Department of Personnel.



**RESOLVED**, that the Town Board is hereby authorized to approve the following appointments to the staff of the Town of Orchard Park Recreation Department, Summer Seasonal effective 5/17/25-8/29/25, Part-Time Seasonal 8/30/25-12/31/25 as recommended by the Recreation Director:

|                     |                                     |
|---------------------|-------------------------------------|
| Willa Alessi        | \$17.00 Program Coordinator 2       |
| Angela Armillotti   | \$17.00 Program Coordinator 2       |
| Shay Arena-Panzetta | \$16.50 Program Coordinator 1       |
| Zoe Aylsworth       | \$17.25 Lifeguard 2                 |
| Ivy Backes          | \$17.00 Lifeguard 1                 |
| Ella Boryszak       | \$16.50 Program Coordinator 1       |
| Michael Bardwell    | \$17.75 Supervisor                  |
| Lila Bell           | \$17.00 Lifeguard 1                 |
| Philip Berkeley     | \$17.00 Lifeguard 2                 |
| Riley Bonetto       | \$16.50 Program Coordinator 1       |
| Emma Brown          | \$18.25 Director                    |
| Sophia Brown        | \$16.50 Program Coordinator 1       |
| Gloria Buckwalter   | \$17.00 Program Coordinator 2       |
| Lily Buckwalter     | \$17.00 Program Coordinator 2       |
| Chase Calpin        | \$17.00 Program Coordinator 2       |
| Griffin Cramer      | \$17.00 Program Coordinator 2       |
| Alison Carroll      | \$17.25 Lifeguard 2                 |
| Jane Carroll        | \$17.25 Lifeguard 2                 |
| Joseph Cole         | \$17.00 Program Coordinator 2       |
| Avery Criscione     | \$16.50 Program Coordinator 1       |
| Delaney Cunningham  | \$17.25 Lifeguard 2                 |
| Brandon DeJong      | \$16.50 Program Coordinator 1       |
| Jacob Domzalski     | \$17.00 Program Coordinator 2       |
| Matthew Domzalski   | \$17.00 Program Coordinator 2       |
| Carissa Dunlap      | \$16.50 Program Coordinator 1       |
| Heather Dunlap      | \$17.75 Program Supervisor          |
| Rory Etheridge      | \$17.00 Program Coordinator 2       |
| Natalie Farrell     | \$16.50 Program Coordinator 1       |
| Jack Feneziani      | \$17.00 Program Coordinator 2       |
| Kamryn Foley        | \$17.00 Program Coordinator 2       |
| Madeline Franke     | \$17.00 Program Coordinator 2       |
| Delaney Francavilla | \$17.00 Program Coordinator 2       |
| Renee Gall          | \$16.50 Program Coordinator 1       |
| Marisa Gambacorta   | \$17.00 Program Coordinator 2       |
| James Gardner       | \$17.00 Program Coordinator 2       |
| Matthew Gardner     | \$16.50 Program Coordinator 1       |
| Megan Gralke        | \$17.00 Program Coordinator 2       |
| Amy Grossman        | \$20.00 Special Programs Supervisor |
| Colden Grossman     | \$18.25 Director                    |
| Sydney Grossman     | \$18.25 Director                    |
| Nyna Garduno        | \$17.75 Supervisor                  |
| Gabriella Grover    | \$17.00 Program Coordinator 2       |
| Sarah Gutsin        | \$17.00 Program Coordinator 2       |
| James Guzzino       | \$17.00 Program Coordinator 2       |
| Leah Harrigan       | \$18.25 Director                    |
| Katherine Hartman   | \$17.00 Program Coordinator 2       |
| Griffin Halter      | \$17.25 Lifeguard 2                 |
| Kristen Heard       | \$17.00 Program Coordinator 2       |
| Jacob Hemingway     | \$17.00 Program Coordinator 2       |
| Nadia Hering        | \$17.75 Program Supervisor          |
| Gabriella Hill      | \$16.50 Program Coordinator 1       |
| Grace Hinterberger  | \$18.25 Director                    |

|                        |                                     |
|------------------------|-------------------------------------|
| Kaeli Higgins          | \$17.25 Lifeguard 2                 |
| Isabella Hince Higgins | \$17.75 Supervisor                  |
| Samara Isbrandt        | \$17.00 Program Coordinator 2       |
| Anna Jakiel            | \$17.00 Program Coordinator 2       |
| Andrew Johnson         | \$17.25 Lifeguard 2                 |
| Emma Johnson           | \$18.25 Director                    |
| Daniel Johnson         | \$17.00 Lifeguard 1                 |
| Hailee Johnson         | \$17.00 Program Coordinator 2       |
| Jermaine Johnson       | \$17.00 Program Coordinator 2       |
| Mara Johnson           | \$17.25 Lifeguard 2                 |
| Molly Joyce            | \$18.25 Director                    |
| Miranda Kassirer       | \$17.00 Program Coordinator 2       |
| Catherine Kelly        | \$16.50 Program Coordinator 1       |
| Liam Krist             | \$17.00 Lifeguard 1                 |
| Claire Kubiak          | \$16.50 Program Coordinator 1       |
| Kelly Kubiak           | \$17.25 Lifeguard 2                 |
| Kathryn Lapadat        | \$17.25 Lifeguard 2                 |
| Paige Lapadat          | \$17.00 Program Coordinator 2       |
| Ella Lawrence          | \$16.50 Program Coordinator 1       |
| Dawn Leigh             | \$16.50 Program Coordinator 1       |
| Grace Leigh            | \$17.00 Program Coordinator 2       |
| Sean Lieberman         | \$16.50 Program Coordinator 1       |
| Grace Loughran         | \$17.00 Program Coordinator 2       |
| Gianna Mainella        | \$17.75 Program Supervisor          |
| Janet Marks            | \$20.00 Special Programs Supervisor |
| Cate McCormick         | \$17.00 Program Coordinator 2       |
| Hamilton McGrath       | \$17.00 Program Coordinator 2       |
| Sophie McGrath         | \$17.25 Lifeguard 2                 |
| Taylor McGrath         | \$17.00 Program Coordinator 2       |
| Cecilia McMullen       | \$16.50 Program Coordinator 1       |
| Eve McMullen           | \$18.25 Director                    |
| Julia McMullen         | \$18.25 Director                    |
| Sienna Mills           | \$17.00 Lifeguard 1                 |
| Jackson Merritt        | \$17.00 Program Coordinator 2       |
| Emma Messina           | \$17.00 Program Coordinator 2       |
| Scout Moskal           | \$17.00 Program Coordinator 2       |
| Elizabeth Meyer        | \$17.00 Program Coordinator 2       |
| Jax Myers              | \$17.00 Program Coordinator 2       |
| Kaitlyn Mudrak         | \$16.50 Program Coordinator 1       |
| Kyle Nowicki           | \$16.50 Program Coordinator 1       |
| Avery O'Brien          | \$17.75 Supervisor 2                |
| Olivia Overhoff        | \$17.25 Lifeguard 2                 |
| Megan Parzymieso       | \$16.50 Program Coordinator 1       |
| Josephine Patronik     | \$16.50 Program Coordinator         |
| Kaitlyn Patronik       | \$17.25 Lifeguard 2                 |
| Mariella Pericak       | \$16.50 Program Coordinator         |
| Emma Popp              | \$17.00 Program Coordinator 2       |
| Mia Popp               | \$17.00 Program Coordinator 2       |
| Trisha Riehle          | \$18.25 Director                    |
| Olivia Reeves          | \$17.00 Program Coordinator 2       |
| Justin Reloskey        | \$16.50 Program Coordinator 1       |
| Kelsey Robertson       | \$17.00 Program Coordinator 2       |
| Delaney Rodgers        | \$16.50 Program Coordinator 1       |
| Madeleine Roe          | \$16.50 Program Coordinator 1       |
| Anna Rosinski          | \$16.50 Program Coordinator 1       |
| Daisy Roza             | \$16.50 Program Coordinator 1       |

|                     |                               |
|---------------------|-------------------------------|
| William Rudnicki    | \$17.25 Lifeguard 2           |
| Rise Santillo       | \$17.00 Program Coordinator 2 |
| Grace Sauda         | \$16.50 Program Coordinator 1 |
| Courtney Schaeffer  | \$17.00 Program Coordinator 2 |
| Robert Schaeffer    | \$17.00 Program Coordinator 2 |
| Stephanie Schaeffer | \$17.00 Program Coordinator 2 |
| Cole Smith          | \$16.50 Program Coordinator 1 |
| Carmila Stafford    | \$18.25 Director              |
| Christine Stevens   | \$17.75 Supervisor            |
| Julia Tills         | \$17.00 Program Coordinator 2 |
| Keely Thorpe        | \$17.00 Program Coordinator 2 |
| Dana Totaro         | \$17.00 Program Coordinator 2 |
| Abby Uglow          | \$17.00 Program Coordinator 2 |
| Samuel Uglow        | \$16.50 Program Coordinator 1 |
| Reagan Van Pelt     | \$17.00 Program Coordinator 2 |
| Emily Wahl          | \$16.50 Program Coordinator 1 |
| Claire Werdein      | \$17.00 Program Coordinator 2 |
| Julia Weyer         | \$16.50 Program Coordinator 1 |
| Hayden Wisniewski   | \$17.25 Lifeguard 2           |
| Eero Worang-Zizzi   | \$16.50 Program Coordinator 1 |
| Matthew Wright      | \$17.00 Lifeguard 1           |
| Leah Yazzie         | \$16.50 Program Coordinator 1 |
| Ava Zambron         | \$16.50 Program Coordinator 1 |



# 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.

March 19, 2025

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

**Re: Webster Road 5 Sublot Subdivision; Rear Yard Drainage  
PIP #2025-01**

Dear Board Members:

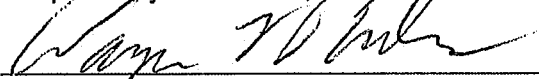
We have received, from William Severyn, Severyn Development, 43 Central Avenue, Lancaster, New York 14086, an application for a Public Improvement Permit to construct rear yard drainage for the Webster Road 5 Sublot Subdivision. Mr. Severyn has submitted for 3 building permits for houses and the residents are anxious to start building.

The project consists of the installation of 546 L.F. of public rear yard drainage to serve 5 residential sublots' location as shown on the attached location map.

I have reviewed the plans 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, bond, and insurances.

I, therefore, recommend approval of the amended Public Improvement Permit #2025-01 for the rear yard drainage for the Webster Road 5 Sublot Subdivision.

Respectfully submitted,

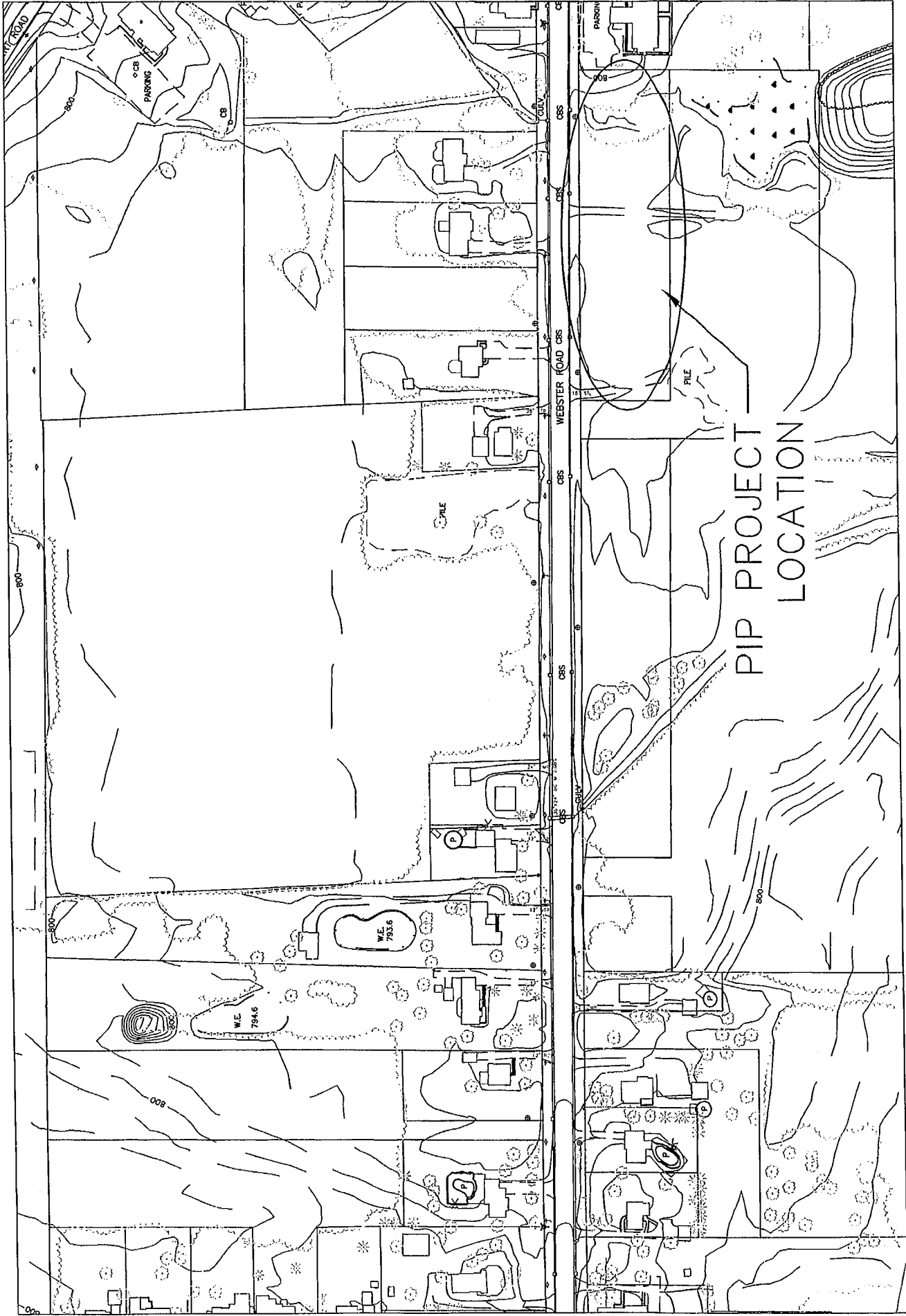
  
Wayne L. Bieler, P.E., CFM  
Town Engineer

Attachments

Cc: Remy Orfeo, Town Clerk  
Nancy Kenlon, Town Assessor  
Timothy Gallagher, Town Attorney  
Andy Slotman, Highway Superintendent  
File #22.020

S:\Subdivisions\Webster Road 3 & 5 Sublot Subdivision\PIP Construction\PIP APPROVAL- Webster 5Lot Rear Yard Drainage.doc

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



PIP PROJECT  
LOCATION

WEBSTER RD. 5-SUBLOT SUBDIVISION  
REAR YARD DRAINAGE  
PIP #2025-01



## Application for Permit to Construct a Public Improvement TOWN OF ORCHARD PARK, NEW YORK



TO THE HONORABLE TOWN BOARD  
TOWN OF ORCHARD PARK, NEW YORK

Application is hereby made for permission to construct:

State project name (name of subdivision, street, or other identifying location). Describe generally all contemplated work List quantities, linear footage, etc. for all items checked.

Project Name Webster Road 5 Sublot Subdivision Map Cover \_\_\_\_\_  
Rear Yard Drainage Project No. of Sublots 5

- |  |               |   |                                  |
|--|---------------|---|----------------------------------|
| <input type="checkbox"/> Paving and Curbing          | _____         | <input type="checkbox"/> Street Lighting  | _____                            |
| <input checked="" type="checkbox"/> Drainage         | <u>546 LF</u> | <input type="checkbox"/> Landscaping      | _____                            |
| <input type="checkbox"/> Sanitary Sewer              | _____         | <input checked="" type="checkbox"/> Other | <u>Rear Yard Drainage System</u> |
| <input type="checkbox"/> Waterline (L.F. & # Hyd's.) | _____         | <input type="checkbox"/> Other            | _____                            |

The estimated cost of the improvement is **\$35,000.00**

Estimated cost of the improvement shall be determined by the Town Engineer. Owner may submit copy of actual contract or other acceptable evidence for verification.

Contractor(s) Dig Co  
Address 21 Palma St Lancaster NY 14086 Telephone 716-864-0484  
Insurance Certificate No. \_\_\_\_\_ Insurance Co. \_\_\_\_\_

The contractor shall file with the Town Attorney certificates of proof of insurance with minimum coverage of 100M:300M:100M liability and workmans compensation containing standard notice of cancellation clause.

**PERFORMANCE SECURITY** **\$ 3,500.00**

(check appropriate box)

- |   |                                  |
|---|----------------------------------|
| <input type="checkbox"/> Perf. Bond No. _____ | Bonding Co. _____                |
| <input type="checkbox"/> _____                | _____                            |
| <input type="checkbox"/> Cash Deposit _____   | Bank _____ Cert. Check No. _____ |

Performance security shall be in the amount of 10% of the estimated cost of the work. It shall remain in effect until such time as a written release is granted by the Town.

Failure to comply with the provisions of this law or its amendments may result in forfeiture of the aforementioned security.

**MAINTENANCE SECURITY** **\$ 17,500.00**

- |   |                                  |
|---|----------------------------------|
| <input type="checkbox"/> Maintenance Bond No. _____ | Bonding Co. _____                |
| <input type="checkbox"/> Cash Deposit _____         | Bank _____ Cert. Check No. _____ |

Maintenance security shall be in the amount of 50% of the estimated cost of the work. It shall be in effect for a period of two years following acceptance of the completed work by resolution of the Town of Orchard Park and shall be released only upon written authorization from the Town.

- |                                 |               |                  |                     |
|---------------------------------|---------------|------------------|---------------------|
| <input type="checkbox"/> Escrow | For: _____    | Date Revd. _____ | Date Released _____ |
|                                 | Amount: _____ |                  |                     |
| <input type="checkbox"/> Escrow | For: _____    | Date Revd. _____ | Date Released _____ |
|                                 | Amount: _____ |                  |                     |
| <input type="checkbox"/> Escrow | For: _____    | Date Revd. _____ | Date Released _____ |
|                                 | Amount: _____ |                  |                     |
| <input type="checkbox"/> Escrow | For: _____    | Date Revd. _____ | Date Released _____ |
|                                 | Amount: _____ |                  |                     |

# Application for Permit to Construct a Public Improvement

## TOWN OF ORCHARD PARK, NEW YORK

PIP # 2025-001

**In Consideration of the granting of this permit the applicant agrees:**

That work under this permit shall be started within 60 days from the date of approval by the Town Board and shall be completed within 1 year from the date of approval thereof. Upon satisfactory completion, testing and acceptance of the work by the Town Board, all improvements described under this application will be dedicated to the Town of Orchard Park. The applicant is familiar with and will comply with the laws of the State of New York, the Ordinances of the Town of Orchard Park and all the rules and regulations as set forth in the Town of Orchard Park Local Law #1-1982 and its amendments governing the construction of public improvements and that he shall notify the Town Engineer in advance of commencing any work under this permit.

To hold harmless the Town of Orchard Park, its districts, subdivisions, or its Agents or Employees from any liabilities of any kind arising out of the performance of the proposed construction, activities of the Town Employees or Public in connection with the proposed construction or construction site, and that all persons connected with the actual work under this permit shall be duly covered by liability and workman's compensation insurance.

Signature of Owner William Sevelyn WILLIAM SEVELYN  
 Address 43 Central Ave Lancaster NY 14086 Telephone 716-912-0969

Subscribed & Sworn to before me this 17th day of MARCH, 2025

Paula C. Kozlowski  
 NOTARY PUBLIC, WYOMING COUNTY, NEW YORK

SEAL

**PAULA L. KOZLOWSKI**  
 Notary Public - State of New York  
 No. 01KO4915439  
 Qualified in Wyoming County  
 My Commission Expires December 21, 2025

I have examined the foregoing Plans and Specifications submitted by the applicant and hereby certify that they are in compliance with the specifications and requirements of the Town of Orchard Park.  
William Sevelyn  
 TOWN ENGINEER DATE

Pursuant to Town Board Resolution No. \_\_\_\_\_  
 Dated \_\_\_\_\_, 20\_\_\_\_  
 and any stipulations therein attached, approval is hereby granted for a permit to be issued for the construction of public improvements in the Town of Orchard Park.

|                             |                    |
|-----------------------------|--------------------|
| <b>SWPPP INSPECTION FEE</b> | <b>\$0.00</b>      |
| <b>PERMIT FEE</b>           | <b>\$ 50.00</b>    |
| <b>INSPECTION</b>           |                    |
| 8% on first \$100,000.00    | <b>\$2,800.00</b>  |
| 7% on next \$100,000.00     | <b>\$0.00</b>      |
| 6% on next \$100,000.00     | <b>\$0.00</b>      |
| 5% on next \$100,000.00     | <b>\$0.00</b>      |
| 4% on next \$100,000.00     | <b>\$0.00</b>      |
| 3% on all over \$500,000.00 | <b>\$0.00</b>      |
| <b>TOTAL FEES</b>           | <b>\$ 2,850.00</b> |

\_\_\_\_\_  
 TOWN SUPERVISOR DATE

I have examined the insurance certificate and the securities attached hereto and certify that they are valid in form and meet the requirements as set forth in Local Law #1-1982.

\_\_\_\_\_  
 TOWN ATTORNEY DATE

I have examined the foregoing application and certify that the required fees have been paid and by my signature I do hereby issue this permit to construct public improvements in the Town of Orchard Park.

\_\_\_\_\_  
 TOWN CLERK DATE

- copies to: 1. Town Clerk                      3. Town Attorney  
 2. Town Engineer                      4. Applicant



# 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.

March 27, 2025

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

**Re: Application for Out of District Water Service  
Water District No. 17  
5701 Burton Road, Orchard Park**

Dear Board Members:

The Engineering Department has received correspondence requesting Out-of-District Water Service approval for the Providence Farms Collective Corp. located at 5701 Burton Road. The address is located outside the boundaries of Orchard Park Water District No. 17, in the Town of Orchard Park, proposed OPWD #17-4. But the actual public main for 17-4 will not be constructed until the Cornell Project is under construction.

Attached please find the completed Out-of-District Water Service Agreement, agreeing to the Providence Farm Collective Corp. request to obtain water from the Town of Orchard Park District 17.

I, therefore, recommend that the Town Board approve the Out-of-District Water Service Agreement between Orchard Park Water District No. 17 and Providence Farm Collective Corp. of 5701 Burton Road, Orchard Park, New York 14127.

Respectfully submitted,

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

Attachments

cc: Remy Orfeo, Town Clerk  
File

Timothy Gallagher, Town Attorney

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





Town of Orchard Park, New York  
 Out of District Water Service Agreement  
 Water District 17

The undersigned, residing outside of the boundaries of Water District # 17 of the Town of Orchard Park, does hereby apply for water service in said Water District # 17. Upon approval of this agreement, the applicant(s) hereby agree with said Water District as follows:

- To pay tap charges in the amount to be determined; to preclude the installation of pipes or any other equipment to serve a property other than that property described in this agreement.
- To provide and install a Water line from the tap in the district line in accordance with the Water Ordinance of the Town of Orchard Park Water Districts.
- To obtain and deliver to the Town of Orchard Park any rights-of-way and easements, in the correct format to be recorded, which the said Town of Orchard Park considers necessary for such installation and to pay the cost of recording the same.
- To abide by and conform with the Water Ordinance of the Town of Orchard Park Water Districts.
- To pay an annual "outside-the-district-rate" of charge equal to the Town of Orchard Park tax rate of District # 17 times the assessed valuation of the undersigned's property or any portion thereof outside the boundaries of said Water District # 17 and/or such additional charges as the Town Board may determine.

The undersigned hereby submits the following information relative to the property for which this water service is sought and warrants this information to be correct and accurate:

Premises know as (address): 5701 BURTON ROAD, Town of ORCHARD PARK, Erie County, New York  
 Title in the name(s) CONFIDENCE FARM COLLECTIVE CORP., pursuant to a Deed recorded in the Erie County Clerk's Office on the 31st day of MAY, 2023 in Liber 11477 of Deeds, Page 6997.

The Undersigned further understands and agrees that the Town Board of the Town of Orchard Park acting on behalf of Water District # 17 reserves the right to discontinue furnishing Water service to the undersigned under any circumstances and conditions which, in the sole discretion of said Town Board, shall be deemed advisable.

Dated: this 26th day of MARCH, 2025. Signature Karen A. Rindergast  
 Signature \_\_\_\_\_

State of New York }  
 County of Erie } SS:  
 On this 26th day of MARCH, 2025, before me the subscriber, personally appeared KAREN RINDERGAST Co. PRESIDENT OF PFC, to me personally known, or demonstrated to be, the same person(s) described in and who executed the within instrument and acknowledged to me that executed the same.

Notary Public Paul D Weiss  
**PAUL D. WEISS**  
 No. 02WE4984193  
 Notary Public, State of New York  
 Qualified in Erie County  
 Commission Expires July 15, 2027



# 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.**

March 27, 2025

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

**Re: 2025 Extension of Appointment  
Engineering Department**

Dear Board Members:

Funds have been allocated in the 2025 budget for seasonal help in the Engineering Department. I am recommending Anton Hastings to continue his appointment for the next nineteen weeks. He continues to attend ECC South studying Architecture Technology but will be able to assist us for a maximum of 19.5 hours a week.

I, therefore, recommend that you approve Anton Hastings, Orchard Park, New York 14127 to extend his appointment in the Engineering Department for a twenty-week period, ending August 29, 2025, at a wage rate of \$17.00 per hour.

Respectfully submitted,

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

cc: Remy Orffeo, Town Clerk  
Jennifer Comisso, Payroll  
Anton Hastings  
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.**

March 27, 2025

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

**Re: 2025 Spring Help  
Engineering Department**

Dear Board Members:

Jack Kielbasa has expressed an interest in an unpaid internship within the Engineering Department from April 28<sup>th</sup> through May 23<sup>rd</sup> of this year. He would like to learn during the hours of 8:00 – 10:00 am, Monday through Friday.

Jack is a senior at the Orchard Park High School and is currently studying Conservation and Natural Resource Management at Erie 2 Chautauqua Cattaraugus BOCES. The focus of the program is environmental sustainability. There is a wide range of topics that include land management fieldwork, environmental policy, forestry, ecological surveys, sustainable land management and more. There is indoor and outdoor setting instruction. Jack has experience with tree/shrub identification, recreation planning and land classification. He also has experience operating & maintaining heavy equipment, vehicles, power tools and machinery used in conservation.

I, therefore, recommend that you approve Jack Kielbasa, \_\_\_\_\_, Orchard Park, New York 14127 for an unpaid, part time internship in the Engineering Department for April 28 through May 23, 2025.

Respectfully submitted,

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

cc: Remy Orffeo, Town Clerk  
Jack Kielbasa

Jennifer Comisso, Payroll  
File

**WHEREAS**, the Operating Permit fee and Town of Orchard Park Mobile Food Vending Permit fee have been paid; and

**WHEREAS**, a certificate of liability insurance has been provided; and

**WHEREAS**, Island Mike's Grille has agreed to comply with the Town of Orchard Park Town Code and policies.

**NOW, THEREFORE be it**

**RESOLVED**, that the Town Board of Orchard Park approves the Operating Permit and the Mobile Food Vending Permit of the Island Mike's Grille Food Truck in the Town of Orchard Park for the year 2025, pending inspection of food truck.

3-28-2025

Town Board Meeting 4-2-2025

To: Payroll

From: Andrew Slotman  
Highway Superintendent  
Director of Compost Facility

Appointment of seasonal employees to the Town of Orchard Park Compost Facility, effective April 1, 2025 to December 31, 2025.

Budget Code: SR8161 50103 and SR8161 50104

|                |                                    |
|----------------|------------------------------------|
| Dave Helwig    | \$22.50 (Budget Code SR8161 50103) |
| Ernie Matthews | \$22.50 (Budget Code SR8161 50104) |
| James Opoka    | \$21.75 (Budget Code SR8161 50104) |
| John Forness   | \$21.75 (Budget Code SR8161 50104) |

3-28-2025

Town Board Meeting 4-2-2025

To: Payroll

From: Andrew Slotman  
Highway Superintendent  
Director of Parks and Grounds

Appointment of seasonal employees to the Town of Orchard Park, Parks and Grounds Department, effective April 7, 2025 to November 30, 2025.

Budget Code: A07110-50104

|              |         |
|--------------|---------|
| Brady Moran  | \$17.50 |
| Travis Storm | \$17.50 |

**RESOLVED**, that the Town Board does hereby extend the current 2024 contract with Jensen Lawn & Yard Care for the Mowing Service for Town owned cul-de-sacs and other entrance ways to the 2025 season, as recommended by the Highway Superintendent.

Town of Orchard Park Recreation & Parks Department

2024

Contractor Name/Business JENSEN LAWN & YARD CARE  
P.O. BOX 304  
ORCHARD PARK NY 14127  
Address \_\_\_\_\_  
Phone Number 716-481-8370 FAX Number \_\_\_\_\_  
Email edjensenjr@gmail.com

Price Quote for one complete weekly mowing of the areas listed: \$ 890<sup>00</sup>

By signing this document I agree to all terms of this agreement including the above pricing.

Signature Edmond N. Jensen Jr. Printed Name EDMOND N. JENSEN JR.  
Date 1/29/2024

Please Note:

Sealed bid opening will take place:  
Date: Feb 1, 2024  
Time: 11am  
Place: Basement meeting room  
Orchard Park Town Hall  
4295 S. Buffalo St  
Orchard Park NY 14127



## Town of Orchard Park Recreation & Parks Department

### Mowing Service Proposal 2024

The Town of Orchard Park is receiving price quotations for the contracted mowing of the cul-de-sacs and other areas on the attached schedule. The Town will award the mowing contract for 2024 to the most qualified, responsible lawn service contractor submitting the lowest price quotation.

#### Agreement Terms

- In the lawn service business for a minimum of two years with references available
- Must have up-to-date equipment and qualified employees
- Responsible for mowing all areas listed on a weekly basis starting in April, 2024 unless notified by the Director of Recreation and Parks to mow bi-weekly during the dry months. Mowing services will continue through the first full week of October.
- Contractor is to control weed growth in mulched beds during the season and also maintain the beds with mulch provided by the Town.
- Grass areas are to be cut to a height between 2 ½" – 4".
- Litter to be picked up before grass is cut.
- Responsible for all grass trimming and clean up/pick up as necessary.
- Implement the necessary precautions to maintain a safe and visible workspace for the protection of employees, motorists and bystanders.
- Must provide the Town of Orchard Park with proof of liability, auto, workman's compensation and disability insurance at a level of at least \$1,000,000.00 and list the Town of Orchard Park as additionally insured.
- Submit an invoice for payment every two weeks after work is completed with dates of service listed in detail.
- The Town of Orchard Park is exempt from sales tax.
- Agrees to satisfy all legitimate complaints within 24 hours of notice.
- Town reserves the right to cancel this contract if work has not been completed in a satisfactory manner.
- Based on satisfactory performance this contract is valid for two additional years at the current price.



**TOWN OF ORCHARD PARK HIGHWAY DEPARTMENT**

4350 South Taylor Road, Orchard Park, NY 14127 Phone: (716) 662-6442 Fax: (716) 662-2187

*Andrew J. Slotman ~ Highway Superintendent*

**BID SPECIFICATIONS INSTALLATION OF 16,000 LB HOOK LIFT OR EQUAL ON PROVIDED CAB AND CHASSIE PER BELOW MINIMUM SPECIFICATIONS.**  
**PROPOSED UNIT SHALL BE IN READY FOR WORK CONDITION AND MUST BE DEMONSTRATED AS SUCH PRIOR TO AWARD.**

| <u>Specification Answers</u>                         | <u>YES</u>                          | <u>NO</u>                |
|--|-------------------------------------|--------------------------|
| Minimum 16,000 lb hook lift                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Hydraulic cab controls                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Tool box   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 54 inch hook   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Remove existing body and install on customer chassis | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Reuse P.T.O.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 1 year warranty                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Purchase Price of Unit Delivered to Town of Orchard Park

State in Numbers \$ 52,122.00

State in Words Fifty-two thousand one hundred twenty-two dollars

# CYNCON

Premier Municipal and Truck Equipment Since 1978

March 18, 2025

Remy Orffeo, Town Clerk  
Town of Orchard Park

Cyncon Equipment, Inc. is pleased to provide you with the quote for the following equipment:

**Description – Hook Lift Bid**

Ampliroll AL100L-16 20,000 lb. hook lift  
Hydraulic cab controls, valve, reservoir  
54" hook  
14' – 17.5' bodies  
36" toolbox  
Poly fenders  
Painted Black  
Remove existing dump body & install on customer chassis  
Assumes reuse PTO  
1 year warranty

**Quote**

**\$52,122.00**

*\* Quotes remain in effect for thirty (30) days from the date issued above.  
3% additional charge for credit card purchase over \$500.00*

Thank you for the opportunity to supply your equipment needs. As always, please contact me with any questions.

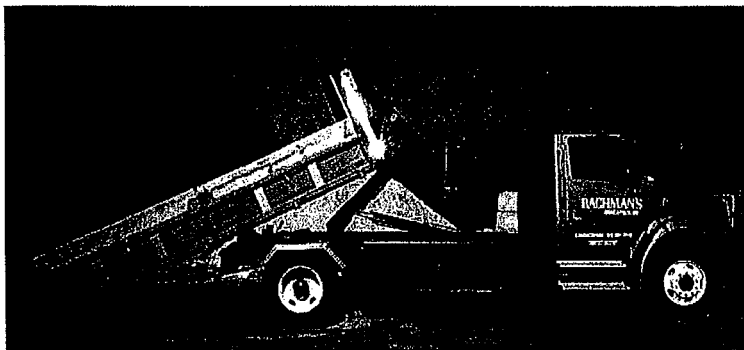
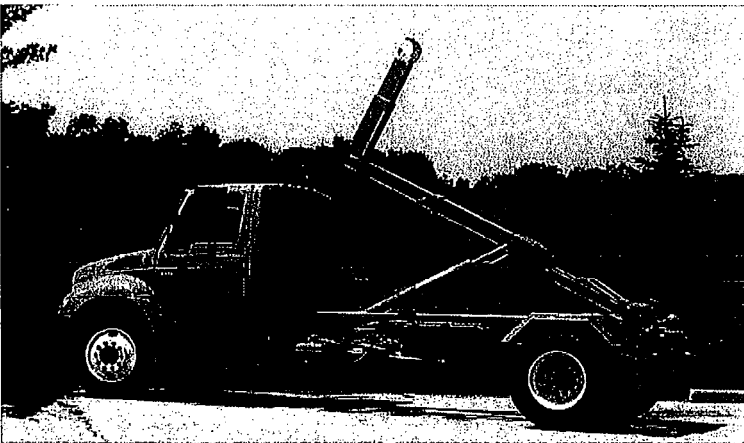
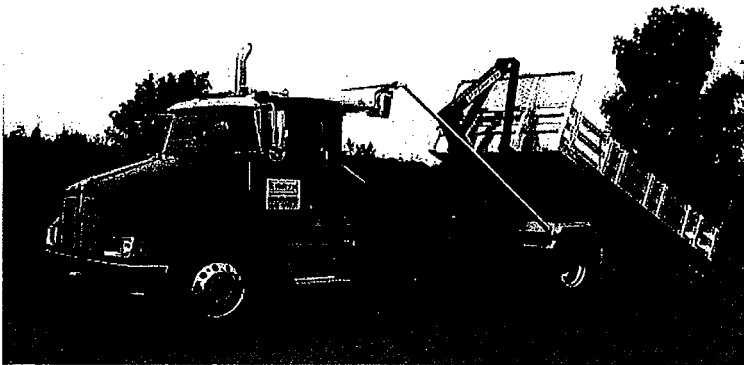
Best regards,

*Derrek Goers*

Sales Representative



## 100 SERIES



### Why buy a HookLift?

Do you have trucks that are not always being used?  
Do you have a difficult time finding quality drivers?  
Is there a piece of equipment you could use, but  
can't justify adding another truck?

**It's Multi-tasking for your truck.  
The possibilities are Infinite.**

With an Ampliroll® you can do just about anything.

**Deliver — Load — Dump**

### FEATURES

- **Sliding Jib** gives you greater range of body lengths and optimal weight distribution.
- **Twin Pivot** allows you to dump a uniform pile of material.
- **Dual Cylinders** gives greater stability while dumping and loading.
- **Safely** operated from the drivers seat.
- **Dock Level** loading and unloading.
- **Double** your payload by pulling another body on a trailer.
- **Maneuverable** to operate, the container can be loaded within a **60 degree** arc.
- **Spot** the container exactly where you want it, by pushing it into place with no damage.
- **Quickly** loads a body in less than one minute.
- **Investment** that will outlast your truck, Amplirolls® will last over **25 years**.
- Meets all highway safety standards.

The Ampliroll® HookLift was invented in 1969. Our process of laser cutting and robotic welding enables us to provide you with a complete line of hooklifts, that eliminate the use of **SHIMS** and **WEAR PADS**.

***Ampliroll® has been imitated  
but never duplicated.  
Compare the difference before you buy.***

## PARKS & GROUNDS AGREEMENT

The Town of Orchard Park, with offices at S4295 South Buffalo Street, Orchard Park, New York (hereinafter the "Town") and the Orchard Park Little League, with offices at PO Box 201 Orchard Park, New York 14127 (hereinafter the "Licensee") hereby enter the following Agreement for the use of the Brush Mountain Park and Thorn Avenue Concession/Restroom Facility (hereinafter the "facility") and playing fields (hereinafter the "fields"):

1. Licensee must complete a facility use permit requesting the use of the facility and field use permit for the use of the fields.
2. Facility and field use permits need to be renewed annually. (Recreation Department)
3. An appropriate Insurance Certificate approved by the Town Attorney shall be provided with each of the facility permit and field permit.
4. Keys to the facility shall not be issued without a facility use permit.
5. The Town shall be provided a list of all individuals issued keys to the facility. Keys shall be returned at the expiration of this agreement.
6. The Licensee shall be responsible for any damage to the facility and/or field during the hours (duration) of operation by the Licensee.
7. The Licensee is responsible for obtaining any other permits necessary to operate the concession stand at the facility.
8. Food shall not be prepared inside any structure at the facility.
9. No alcoholic beverages shall be allowed in the building at the facility.
10. The facility shall only be opened while the park is open.
11. Cars shall park at the facility building for unloading of supplies only.
12. No gasoline shall be stored in the facility building.
13. Storage sections of the facility building may be shared with other Licensees.
14. No permanent signs shall be attached to the facility building.
15. The Town shall not be responsible for items stored by the Licensee using the facility building.
16. Licensee shall leave the Concession area clean and free of garbage/waste during the hours (duration) of operation.
17. The Licensee shall clean the bathrooms and refill the toilet paper and soap dispensers during the hours (duration) that the Licensee uses the facility. Failure to have the restrooms clean for the next Licensee may result in cancellation of the Lease.

**PARKS & GROUNDS AGREEMENT**

- 18. Licensee shall remove litter and empty waste containers from an area within 250 feet of the facility building during the hours of operation, and prior to leaving the site for the day.
- 19. The gate shall be kept locked when not in use by the Licensee.
- 20. The Orchard Park Little League shall maintain the playing fields at the Brush Mountain Park. The Orchard Park Little League shall maintain the playing fields and the grounds at the Thorn Avenue baseball complex.
- 21. The park shall close and field lights shall not be operated after 11:00 p.m.
- 22. This Agreement shall be effective for one year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2025 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

**TOWN OF ORCHARD PARK**

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

Eugene Majchrzak, Supervisor

**LICENSEE**

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

## PARKS & GROUNDS AGREEMENT

The Town of Orchard Park, with offices at S4295 South Buffalo Street, Orchard Park, New York (hereinafter the "Town") and the Orchard Park Little Loop Football, with offices at PO Box 348 Orchard Park, New York 14127 (hereinafter the "Licensee") hereby enter the following Agreement for the use of the Brush Mountain Park Concession/Restroom Facility/Announcers Building (hereinafter the "facility") and playing fields (hereinafter the "fields"):

1. Licensee must complete a facility use permit requesting the use of the facility and field use permit for the use of the fields.
2. Facility and field use permits need to be renewed annually. (Recreation Department)
3. An appropriate Insurance Certificate approved by the Town Attorney shall be provided with each of the facility permit and field permit.
4. Keys to the facility shall not be issued without a facility use permit.
5. The Town shall be provided a list of all individuals issued keys to the facility. Keys shall be returned at the expiration of this agreement.
6. The Licensee shall be responsible for any damage to the facility and/or field during the hours (duration) of operation by the Licensee.
7. The Licensee is responsible for obtaining any other permits necessary to operate the concession stand at the facility.
8. Food shall not be prepared inside any structure at the facility.
9. No alcoholic beverages shall be allowed in the building at the facility.
10. The facility shall only be opened while the park is open.
11. Cars shall park at the facility building for unloading of supplies only.
12. No gasoline shall be stored in the facility building.
13. Storage sections of the facility building may be shared with other Licensees.
14. No permanent signs shall be attached to the facility building.
15. The Town shall not be responsible for items stored by the Licensee using the facility building.
16. Licensee shall leave the Concession area clean and free of garbage/waste during the hours (duration) of operation.
17. The Licensee shall clean the bathrooms and refill the toilet paper and soap dispensers during the hours (duration) that the Licensee uses the facility. Failure to have the restrooms clean for the next Licensee may result in cancellation of the Lease.

**PARKS & GROUNDS AGREEMENT**

- 18. Licensee shall remove litter and empty waste containers from an area within 250 feet of the facility building during the hours of operation, and prior to leaving the site for the day.
- 19. The gate shall be kept locked when not in use by the Licensee.
- 20. The Town of Orchard Park shall maintain the playing fields at the Brush Mountain Park. Licensee shall provide and maintain all field striping.
- 21. The park shall close and field lights shall not be operated after 11:00 p.m.
- 22. This Agreement shall be effective for one year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2025 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

**TOWN OF ORCHARD PARK**

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

Eugene Majchrzak, Supervisor

**LICENSEE**

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



## PARKS & GROUNDS AGREEMENT

The Town of Orchard Park, with offices at S4295 South Buffalo Street, Orchard Park, New York (hereinafter the "Town") and the Orchard Park Rugby Club, with offices at 5150 Lynwood Ave Blasdell, New York (hereinafter the "Licensee") hereby enter the following Agreement for the use of the Old Orchard Building/Restroom Facility (hereinafter the "facility") and playing fields (hereinafter the "fields"):

1. Licensee must complete a facility use permit requesting the use of the facility and field use permit for the use of the fields.
2. Facility and field use permits need to be renewed annually. (Recreation Department)
3. An appropriate Insurance Certificate approved by the Town Attorney shall be provided with each of the facility permit and field permit.
4. Keys to the facility shall not be issued without a facility use permit.
5. The Town shall be provided a list of all individuals issued keys to the facility. Keys shall be returned at the expiration of this agreement.
6. The Licensee shall be responsible for any damage to the facility and/or field during the hours of operation by the Licensee.
7. No alcoholic beverages shall be allowed in the building at the facility.
8. The facility shall only be opened while the park is open.
9. No gasoline shall be stored in the facility building.
10. Storage sections of the facility building may be shared with other Licensees.
11. No permanent signs shall be attached to the facility building.
12. The Town shall not be responsible for items stored by the Licensee using the facility building.
13. Licensee shall leave the restroom area clean and free of garbage/waste during the hours of operation.
14. The Licensee shall clean the bathrooms and refill the toilet paper and soap dispensers during the hours that the Licensee uses the facility. Failure to have the restrooms clean for the next Licensee may result in cancellation of the Lease.
15. Licensee shall remove litter and empty waste containers from an area within 250 feet of the facility building during the hours of operation, and prior to leaving the site for the day.
16. The gate shall be kept locked when not in use by the Licensee.
17. The Town of Orchard Park shall maintain the playing fields.

**PARKS & GROUNDS AGREEMENT**

18. This Agreement shall be effective for one year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2025 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

**TOWN OF ORCHARD PARK**

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

Eugene Majchrzak, Supervisor

**LICENSEE**

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

## PARKS & GROUNDS AGREEMENT

The Town of Orchard Park, with offices at S4295 South Buffalo Street, Orchard Park, New York (hereinafter the "Town") and the Orchard Park Soccer Club, with offices at 60 Ashley Dr. West Seneca, New York (hereinafter the "Licensee") hereby enter the following Agreement for the use of the Milestrip Road Concession/Restroom Facility (hereinafter the "facility") and playing fields (hereinafter the "fields"):

1. Licensee must complete a facility use permit requesting the use of the facility and field use permit for the use of the fields.
2. Facility and field use permits need to be renewed annually. (Recreation Department)
3. An appropriate Insurance Certificate approved by the Town Attorney shall be provided with each of the facility permit and field permit.
4. Keys to the facility shall not be issued without a facility use permit.
5. The Town shall be provided a list of all individuals issued keys to the facility. Keys shall be returned at the expiration of this agreement.
6. The Licensee shall be responsible for any damage to the facility and/or field during the hours of operation by the Licensee.
7. The Licensee is responsible for obtaining any other permits necessary to operate the concession stand at the facility.
8. Food shall not be prepared inside any structure at the facility.
9. No alcoholic beverages shall be allowed in the building at the facility.
10. The facility shall only be opened while the park is open.
11. No gasoline shall be stored in the facility building.
12. Storage sections of the facility building may be shared with other Licensees.
13. No permanent signs shall be attached to the facility building.
14. The Town shall not be responsible for items stored by the Licensee using the facility building.
15. Licensee shall leave the Concession area clean and free of garbage/waste during the hours of operation.
16. The Licensee shall clean the bathrooms and refill the toilet paper and soap dispensers during the hours that the Licensee uses the facility. Failure to have the restrooms clean for the next Licensee may result in cancellation of the Lease.

**PARKS & GROUNDS AGREEMENT**

- 17. Licensee shall remove litter and empty waste containers from an area within 250 feet of the facility building during the hours of operation, and prior to leaving the site for the day.
- 18. The Town of Orchard Park shall maintain the playing fields. Licensee shall provide and maintain all field striping.
- 19. This Agreement shall be effective for one year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2025 and ending on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

**TOWN OF ORCHARD PARK**

By: \_\_\_\_\_  
Eugene Majchrzak, Supervisor

**LICENSEE**

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