PH #1

COUNTY OF ERIE
NOTICE OF PUBLIC HEARING
PUBLIC NOTICE

2027 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, 2027 has been completed by the Supervisor and filed the office of the Town Clerk, S4295 South Buffalo Street, Orchard Park NY 14127, where it is available for inspection by interested persons at all reasonable hours.

FURTHER NOTICE IS HEREBY GIVEN that the Town Board of the Town Preliminary Budget & Benefit Basis Special District revised Budgets and hold a Public Hearing at the Orchard Park Municipal Building on Wednesday, November 4, 2026 at 7:00 (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:

Councilmember $24,183
Councilmember $24,183
Councilmember $24,183
Councilmember $24,183
Supervisor
Salary $89,954
Budget Officer Stipend $6,769
Town Clerk:
Salary $78,660
RMO Stipend $2,500
Reg.Vital Statistics Stipend ..$2,500
Town Justice $55,534
Town Justice $55,534
Highway Superintendent:
Salary $105,534
Sewer/Water $9,225
Drainage $9,225
Brush $3,000

Dated: 10/9/2026
William C. Even Town Clerk

ERIE COUNTY
PUBLIC NOTICE

NOTICE OF PUBLIC HEARING
PLEASE TAKE NOTICE that the Town Board of the Town of Orchard Park will hold a public hearing on November 4, 2026, at 7 P.M., at 4295 S. Buffalo Street, Orchard Park, New York, concerning proposed amendments to the Town Code relating to Littering, Trail Development, and Electric Scooters and Bikes. Copies of the proposed Local Laws will be available for viewing at the Town Clerk's Office and on the Town's website: orchardparkny.gov
All interested persons will be given an opportunity to be heard.
William C. Even Town Clerk
10/5/26

PH #2

Trail Development in New Subdivisions Resolution

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF ORCHARD PARK ADOPTING ARTICLE XIII, "TRAIL DEVELOPMENT IN NEW SUBDIVISIONS ORDINANCE," TO ESTABLISH REQUIREMENTS FOR THE DEDICATION, DESIGN, CONSTRUCTION, ACCESS, AND MAINTENANCE OF TRAIL FACILITIES ASSOCIATED WITH SUBDIVISION DEVELOPMENT PROJECTS.

WHEREAS, the Town Board of the Town of Orchard Park recognizes that an interconnected system of publicly accessible trails, side paths, greenways, sidewalks, parks, and other non-motorized transportation facilities promotes public health, recreation, environmental stewardship, mobility, traffic-congestion reduction, and economic development; and

WHEREAS, the Town Board finds that securing planned trail corridors during the subdivision and land-development review process is an efficient and effective means of implementing the Town's adopted planning documents, including the Comprehensive Plan, Parks and Recreation Plan, Trail/Bikeway Plan, officially adopted maps, designated trail corridors, and Town of Orchard Park Design Standards; and

WHEREAS, the Town Board further finds that new residential, mixed-use, and land-development projects that create streets, create more than three new dwelling units, or subdivide land adjacent to public park or recreation land may create opportunities and responsibilities to provide safe, convenient, accessible, durable, and environmentally sustainable trail connections; and

WHEREAS, the Town Board desires to establish clear standards governing trail planning, connectivity, public access, design, construction, inspection, ownership, maintenance, alternatives, modifications, and enforcement; and

WHEREAS, the Town Board has reviewed the proposed Article XIII, entitled "Trail Development in New Subdivisions Ordinance," consisting of Sections 121.72 through 121.100; and

WHEREAS, the Town Board has determined that adoption of Article XIII is in the best interests of the Town of Orchard Park and its residents.

NOW, THEREFORE, be it

RESOLVED, by the Town Board of the Town of Orchard Park this resolution shall take effect immediately upon its adoption. Subject to any filing, publication, referendum, environmental-review, and other procedural requirements imposed by applicable law.

Proposed Local Law 06-2026 Public Hearing scheduled for November 4, 2026

121 ARTICLE XIII Trail Development

Applicability

121.72 Applicability
This ordinance applies to all residential, mixed-use, and land developments that:

- Create any new public or private street; or
- Create more than 3 new dwelling units; or
- Subdivide land adjacent to a public park or recreation land.

121.73 Exemptions
The Planning Board may grant a limited exemption where:

- The parcel is too small or constrained by topography or environmental features to reasonably accommodate a trail or public access; or
- A required trail segment would be unsafe or infeasible due to engineering, legal, or environmental constraints, and an alternative alignment or fee-in-lieu is approved.

Definitions

121.74 Definitions

For the purposes of this ordinance:

- "Trail" means a multi-use path intended primarily for non-motorized travel (such as walking and bicycling), with a minimum improved surface width as specified herein.
- "Side path" means a shared-use path parallel and adjacent to a roadway, separated by a buffer.
- "Greenway" means a linear open space including natural features and corridors that may incorporate trail facilities.
- "Designated trail corridor" means any existing or proposed trail alignment identified on the Town of Orchard Park's officially adopted plans or maps.
- "Developer" means any person or entity proposing subdivision or land development subject to municipal approval.
- "Planning Board" means Town of Orchard Park Planning Board

General Trail Requirement

121.75 Required Trails
Where a subdivision includes, is adjacent to, or provides logical connection to a designated trail corridor, the developer shall dedicate right-of-way and construct trail facilities consistent with this ordinance and the Town of Orchard Park's trail/bikeway plan.

121.76 Connectivity
Trails required under this ordinance shall:

- Connect to trails, sidewalks, parks, schools, and other community destinations located on or reasonably near the site.

- Provide continuous, direct routes through or around the subdivision, minimizing dead-ends.
- Be aligned to allow future connections to adjoining parcels.

121.77 Public Access
Required trails shall be publicly accessible, either through dedication of land to the Town of Orchard Park or through public access easements or public right-of-way recorded on the final plat.

Planning and Layout Standards

121.78 Consistency with Plans
Trail alignments shall be consistent with the Town's adopted plans including; comprehensive plan, parks and recreation plan, and trail/bikeway plan, and designated trail corridors, cross-sections and Town of Orchard Park Design Standards.

121.79 Alignment and Design Principles
Trail layout shall:

- Follow natural contours where feasible to minimize grading and erosion.
- Avoid sensitive environmental areas to the greatest extent practicable, including wetlands, steep slopes, and critical habitats.
- Provide reasonable sight distances and safe intersections with streets and driveways.
- Utilize side-hill construction and proper drainage where slopes exceed recommended thresholds.
- Adhere to Town of Orchard Park Trail Standards and Design Requirements.

121.80 Integration with Open Space
Trails should be located within required open space, greenways, or parkland where possible, and be coordinated with stormwater, utility, and conservation areas to maximize multi-functional use of land.

Design and Construction Standards

121.81 Design Professional
Trail plans shall be prepared or overseen by a qualified design professional (e.g., landscape architect or engineer licensed in the State of New York).

121.82 Width and Cross-Section
Unless otherwise specified by the Town's adopted standards:

- Shared use trails serving the public shall have a minimum paved or improved surface width of 8 feet.

121.83 Surface and Materials
Trail surface and materials shall be suitable for intended use and context, considering accessibility and maintenance, and may include asphalt, compacted stone , or other approved surfaces by-the Town of Orchard Park Engineering Department.

121.84 Grades and Drainage

- Proper drainage and erosion controls shall be designed and installed, including but not limited to ditches, culverts, and stabilization measures where needed.

121.85 Intersections and Crossings
Where trails intersect streets, driveways, or other trails:

- Sight distances shall be evaluated and maintained.

- Appropriate crosswalks, signage, markings, and, where warranted, traffic calming or crossing treatments shall be provided.

121.86 Structures
Trail related bridges, boardwalks, railings, retaining walls, and similar structures shall be designed to applicable engineering and safety standards and be suitable for expected loads and environmental conditions and Town adopted Standards.

Easements, Dedication, and Ownership

121.87 Trail Easements
Public trail easements shall:

- Be shown and labeled on preliminary and final subdivision plat plans and drawing sets.
- Include sufficient width to accommodate the trail, shoulders, maintenance access, and vegetation management.
- Grant the Town of Orchard Park the right to construct, maintain, repair, and regulate public use of the trail.

121.88 Dedication of Land
Where the Planning Board determines that dedication is appropriate, trail corridors and associated land may be dedicated as public right-of-way or parkland as a condition of subdivision approval.

121.89 Ownership and Maintenance
The Planning Board shall determine whether trails will be owned and maintained by the Town, a homeowners' association, or another approved entity, and such responsibilities shall be documented in recorded agreements.

Construction, Inspection, and Acceptance

121.90 Construction Timing
Trail construction shall be completed prior to issuance of final occupancy permits for the phase of the subdivision in which the trail is located, unless the governing body approves an alternative phasing plan and associated financial security.

121.91 Inspections
The ~~municipality~~ Town of Orchard Park Engineering Department or its designee shall have the right to inspect trail construction at reasonable stages, including subgrade, base, surface, and final completion.

121.92 Acceptance
Upon satisfactory completion and inspection, the municipality shall accept dedicated trails or easements for public use or approve final acceptance by a homeowners' association or other owner, as applicable.

Fee-in-Lieu and Alternatives

121.93 Fee-in-Lieu
Where physical construction of a trail segment is infeasible or not immediately warranted, the Town Board may, at its discretion, accept a fee-in-lieu of construction, to be deposited into a dedicated fund for trail acquisition, design, and construction.

121.94 Off-Site Improvements
In lieu of on-site trail construction, the Planning Board may allow or require the developer to construct or improve off-site trail segments that better achieve network connectivity and public benefit, subject to agreement.

Modifications

121.95 Modifications

The Planning Board may grant modifications to the specific standards of this ordinance where strict application would be unreasonable or cause undue hardship, provided that the overall intent to create a safe, connected, and functional trail network is preserved or enhanced.

Enforcement and Penalties

121.96 Enforcement and Penalties

Failure to construct required trail facilities, dedicate easements, or comply with approved plans shall constitute a violation of the subdivision and land development regulations and may result in withholding of permits, refusal of final plan approval, or other remedies as authorized by law.

121.97 Maintenance of privately owned trails

Where approved trails are owned privately, trails shall be kept clear of debris, and public access shall be maintained by the owner.

Severability and Effective Date

121.98 Severability and Effective Date

If any provision of this ordinance is held invalid, the remaining provisions shall remain in full force and effect. This ordinance shall take effect upon adoption according to law.

PH #3

RESOLUTION AMENDING CHAPTER 83 OF THE MUNICIPAL CODE ("LITTERING, POSTING OF SIGNS PROHIBITED")

WHEREAS, the accumulation of litter, debris, merchandise, and unauthorized signage in the public right-of-way creates visual blight, compromises pedestrian and vehicular safety. This act detracts from the overall cleanliness and quality of life within Orchard Park; and

WHEREAS, the Town Board desires to maintain clear, safe, and unobstructed public rights-of-way for the benefit of all residents and visitors; and

WHEREAS, it is deemed necessary to establish clear prohibitions and enforceable penalties to deter littering and the unauthorized posting of signs. Violations of this chapter shall be punishable by a maximum fine of $250 or by imprisonment for not more than 15 days, or both.

NOW, THEREFORE, be it

RESOLVED, by the Town Board adopts this resolution to take effect immediately upon its adoption and publication as required by law.

Proposed Local Law 07-2026 Public Hearing scheduled for November 4, 2026

Additions are underlined
Removals are noted with strikethrough

Chapter 83 Littering, posting of signs prohibited.

§ 83-1**Prohibited actions.**
~~No person shall throw or deposit any tin cans, bottles, refuse, garbage or filth of any kind in any street, highway or public place within the town, nor throw or deposit the same upon the banks of any creek, lake, sewer or drainage ditch within said town.~~

No person shall suffer to remain in or upon the public right of way any litter, goods, merchandise or other articles; nor shall any person place any straw, dirt, papers, garbage or other rubbish in or upon the same, nor place any sign, bulletin board or advertising device of any kind whatsoever in the right of way.

§ 83-2**Penalties for offenses.**
Violations of this chapter shall be punishable by a maximum fine of $250 or by imprisonment for not more than 15 days, or both.

PH #4

Resolution Adopting Chapter 135

Skateboards, Electric Scooters, Motorized Scooters, and Electric Bicycles

WHEREAS, the Town Board of Orchard Park finds that the operation of skateboards, electric scooters, motorized scooters, electric bicycles, and similar devices may pose hazards to operators, pedestrians, motorists, and the public when operated in an unsafe, negligent, careless, or otherwise unlawful manner; and

WHEREAS, the Town Board has determined that reasonable local regulations governing the operation, location, speed, parking, safety equipment, lighting, and enforcement of such devices are necessary to protect the public health, safety, and welfare of Town residents and visitors; and

WHEREAS, the Town Board desires to establish a new Chapter 135 of the Town Code, entitled "Skateboards, Electric Scooters, Motorized Scooters, and Electric Bicycles," to provide definitions, general operating rules, restrictions applicable to electric and motorized scooters, penalties for violations, and procedures for the seizure and safekeeping of devices used in violation of the chapter; and

WHEREAS, the proposed local law is intended to supplement, and shall be interpreted consistently with, applicable provisions of the New York State Vehicle and Traffic Law; and

WHEREAS, the Town Board has reviewed the proposed local law and has determined that its adoption is in the best interests of the Town of Orchard Park.

Any violation with fines are as follows, with administrative processing fee of $50 and a storage fee of $5 per day thereafter:

1. A fine of $50 for a first violation.
2. A fine of up to $100 for a second violation.
3. A fine of up to $250 for each subsequent violation.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Orchard Park, this resolution shall take effect immediately upon adoption. Except that Chapter 135 shall become effective upon filing of the local law in the Office of the Secretary of State.

Proposed Local Law 08-2026 Public Hearing scheduled for November 4, 2026

CHAPTER 135: Skateboards, Electric Scooters, Motorized Scooters, and Electric Bicycles

§ 135-1: Purpose:

The purpose of this chapter is to protect the public health, safety and welfare because of the hazards to the public and the users of skateboards, electric scooters, motorized scooters, and electric bicycles. The Town Board finds that the regulations hereafter enacted are such that are reasonably necessary to accomplish these objectives.

§ 135-2: Definitions:

As used in this chapter, the following terms will have the meanings indicated:

SKATEBOARD: A board equipped with skate wheels or other similar wheels used for riding by standing thereon and propelling same by foot power. It shall include any device which is similar thereto and commonly used for play purposes.

ELECTRIC BICYCLE: Any bicycle as defined under New York State Vehicle and Traffic Law § 102-c, and more specifically, a bicycle which is not more than thirty-six inches wide; has an electric motor that is less than 750 watts; is equipped with operable pedals; and complies with the Consumer Product Safety Commission under 16 CFR 1512.1, et seq.

ELECTRIC SCOOTER: Any scooter as defined under New York State Vehicle and Traffic Law § 114-e as a device weighing less than 100 pounds; has handlebars; has a floorboard or a seat that the operator can stand or sit upon; has an electric motor; can be powered by the electric motor and/or human power; and has a maximum speed of 20 mph on a paved surface when powered solely by the electric motor.

HIGHWAY: Any public way as defined by New York State Vehicle and Traffic Law § 118.

LANE OF TRAFFIC: That portion of the paved surfaces of a highway or street normally and customarily used for vehicular traffic but excluding any marked bike path.

MOTORIZED SCOOTER: A skateboard or like device with two or more wheels and an upright steering mechanism attached to the front wheel or wheels, upon which a person or persons may ride propelled by other than muscular power, except that it shall not include an electrically driven mobility assistance device or wheelchair as those devices are defined in New York State Vehicle and Traffic Law § 130-a, nor shall it include any low-speed vehicle as defined by New York State Vehicle and Traffic Law § 121-f.

ONE-WHEEL SCOOTER: Any one-wheel device having any of the characteristics defined in "electric bicycle" or "electric scooter" or "motorized scooter".

PARKING LOT: Those areas defined by New York State Vehicle and Traffic Law § 129-B.

SIDEWALK: Those areas defined by New York State Vehicle and Traffic Law § 144.

STREET: Those areas defined by New York State Vehicle and Traffic Law § 148.

§ 135-3: **Electric Bicycles:** Electric bicycles that meet the above requirements are further classified as follows:

A. "Class one bicycle with electric assist." A bicycle with electric assist having an electric motor that provides assistance only when the person operating the bicycle is pedaling, and that ceases to provide assistance when such bicycle reaches a speed of 20 mph;

B. "Class two bicycle with electric assist." A bicycle with electric assist having an electric motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when such bicycle reaches a speed of 20 mph;

§ 135-4: **General Rules:**

A. Operators of electric scooters, motorized scooters, and electric bicycles must wear protective headgear and/or helmets at all times while operating such devices.

B. Operators of electric scooters, motorized scooters, and electric bicycles must be at least 16 years of age at the time of the operation of such devices anywhere on public land.

C. Electric scooters, motorized scooters and electric bicycles are not permitted at any time on any public sidewalk in the Town of Orchard Park.

D. Electric scooters, motorized scooters, and electric bicycles are not permitted at any time in the lane of traffic in the Town of Orchard Park when operated in a negligent or careless manner.

E. Motorized scooters, and electric bicycles are prohibited from exceeding 15 mph while operating in the Town.

F. If operating after sunset, operators of electric scooters, motorized scooters, and electric bicycles must have lamps, lights and/or other reflective materials permanently affixed to the device which must be in full working order while the device is in operation.

G. Operators of electric scooters, motorized scooters, and electric bicycles must at all times have lamps, lights and/or other reflective materials permanently affixed to the device which must be in full working order while the device is in operation to operate as turn signals and brake lights.

H. Electric scooters, motorized scooters, and electric bicycles may not be parked on the public sidewalks unless appropriately placed within a bicycle rack that may be present. At no time may electric scooters, motorized scooters, and electric bicycles be parked in a manner that interfere with pedestrian use of a sidewalk.

I. Electric scooters, motorized scooters, and electric bicycles must yield the right-of-way to pedestrians at all times.

J. Electric scooters, motorized scooters, and electric bicycles may only ride single file when on public streets and highways.

K. Electric scooters, motorized scooters, and electric bicycles which have been modified to travel at speeds in excess of 20 miles per hour are strictly prohibited in the Town of Orchard Park and cannot operate on public highway.

§135-5: Motorized and electric scooters

Motorized and electric scooter operators, in addition to the provisions above:

A. May not carry more than one person at a time;

B. May not carry any package, bundle or article which prevents the operator from keeping at least one hand upon the handlebars or which obstructs his or her vision in any direction;

C. May only operate on highways with a posted speed limit of 30 mph or less, including non-interstate public highways, private roads open to motor vehicle traffic, and designated bicycle or in-line skate lanes, except otherwise provided;

D. May not operate an electric scooter in excess of 20 mph;

E. Motorized and electric scooter operators may not attach their scooter; or himself or herself, to any vehicle being operated upon a roadway. Moreover, vehicle operators may not permit any person to attach any motorized or electric scooter, or himself or herself, to such operator's vehicle in violation of this section.

§ 135-6: Penalties for offenses

A. Violations of this chapter shall be subject to a $50 fine for the first violation, up to $100 for a second violation, and up to $250 for each subsequent violation. In the event that the violator is less than 18 years old, a summons shall be issued to the parent and/or guardian. Any professional Law Enforcement agency can enforce this chapter and shall have the authority to seize any skateboard, electric scooter, motorized scooter, and electric bicycle used in violation of this chapter. The Chief of Police shall determine the period of time that the skateboard, electric scooter, motorized scooter and electric bicycle shall be held pending completion of the investigation and prosecution of any violators of this chapter until otherwise directed by order of a court of competent jurisdiction.

No portion of this Chapter shall apply to Members of Law Enforcement, Emergency Medical Services Personnel or Firefighters while such individuals are engaged in the performance of their official duties.

B. Any electric scooter or bicycle with electric assist seized under the authority of this article shall be stored for safekeeping by the law enforcement agency affecting the seizure. That agency may assess an administrative processing fee of $50 and a

storage fee of $5 per day thereafter. Storage fees may only be assessed for days on which claimants are able to reclaim property

EFFECTIVE DATE: This local law shall take effect upon filing in the Office of the Secretary of State.

OB #1

Street Tree Policy

WHEREAS, the Street Tree Planting Policy was changed in 2020 and few trees were planted after the policy change,

NOW THEREFORE, be it

RESOLVED, that the Town should revert to the updated 2001 "Street Tree Policy", placing the burden of planting the required Street Trees on the Highway Department, and be it further

RESOLVED, that the Town Board directs the creation of a deferred revenue account within the Town Outside Village Fund, and be it further

RESOLVED, that $50,000 of the the fees collected for Street Trees should be transferred from the General Fund to the Town Outside Village Fund as deferred revenue for the purpose of planting Trees in accordance with the above-mentioned policy, and be it further

RESOLVED, it is the intention of this Board that $50,000 be transferred each year until such time as the entirety of the fees collected from 2020 through the present, totaling $160,000 is recorded as deferred revenue balance and utilized for the planting of Street Trees.

Town of Orchard Park
Tree Planting Policies and Procedures

Procedures

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

1. The Building Inspectors Office will bill the Tree Planting fee ($500 single family home, $750 two family home) along with the building permit fee. The Tree Planting fee will be separate and distinct from building permit fee.

2. The Tree Planting Fee is then collected by the Town Clerk (along with the building permit fee). The Town Clerk will report the amounts collected for the Tree Planting fee separate from building permit fees **and** transmit such on a monthly basis to the Accounting Office. The Town Clerk will send a copy of amounts collected (and who such are collected from) to the Highway Department.

3. Upon receipt of information from the Town Clerk's Office, the Highway Department will maintain a record of individuals who have paid such fee and location.

4. Upon receipt of information and funds from the Town Clerk's Office, the Accounting Office will record the funds received in the Highway Fund Deferred Revenue. The cost of the trees should be recorded as prepaid

5. Upon Completion of the house, the Building Inspector's Office will issue a Certificate of Completion. A copy of the Competition Certificate will be sent by the Building Inspector's Office to the Highway Department. Upon receipt of the Certificate of Completion, the Highway Department will schedule a tree to be planted (two trees in the case of a double) in the next planting season (either the next spring or fall).

6. The Highway Department will plant such trees and at that time the fund will be released from deferred revenue and charged to account B00000 42188. The cost of the tree will be charged to account B08560 50400 out of prepaid. Any labor associated with Street Tree Planting should be charged to B08560 50105.

7. In the case where the Tree Planting Fee is received in one year, but the tree is not planted until the next, the funds will be reserved at year end based upon the Highway Department listing of the number of trees still to be planted.

NC# 1

Town of Orchard Park

Resolutions for Amendment of Budgets

November 4, 2026

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, 2027, 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, 2027, and a public meeting was conducted on November 4, 2026 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, 2027.

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, 2027, and a public meeting was conducted on November 4, 2026 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, 2027.

(Excel document)

	Account	Account Code		Increase	Decrease	Tentative Budget	Adopted Budget
GENERAL FUND							
REV	Animal Control	PS0000	42304	60,000		-	60,000
EXP	Public Safety Dispatch - Training	PS3120	50145		19,338	19,338	-
EXP	Patrol Cars/Reserve	PS3120	50215		21,000	210,000	189,000
EXP	Other Equipment	PS3120	50200		2,500	25,000	22,500
EXP	Travel & Conference	PS3510	50413		750	750	-
EXP	Training	PS3510	50414		700	700	-
FB	Use of Reserved FB	n/a	n/a	400,000		-	400,000
FB	Use of Unrestricted FB	n/a	n/a		1,200,000	2,302,872	1,102,872
EXP	Councilmembers (4)	A01010	50100		2,419	99,151	96,732
EXP	Justices (2)	A01110	50100		2,777	113,846	111,069
EXP	Office Equipment	A01110	50200		50	500	450
EXP	Court Reporter	A01110	50449		2,700	2,700	-
EXP	Supervisor	A01220	50100		1,799	91,753	89,954
EXP	Office Equipment	A01220	50200		200	2,000	1,800
EXP	Budget Officer	A01340	50101		68	6,837	6,769
EXP	Clerical Personnel - PT	A01355	50104		17,707	17,707	-
EXP	Office Equipment	A01355	50200		800	8,000	7,200
EXP	Office Equipment	A01410	50200		620	6,200	5,580
EXP	Records Management Expense	A01410	50555		7,500	7,500	-
EXP	Engineer/Clerical	A01440	50106	14,750		699,876	714,626
EXP	Engineering Equipment	A01440	50200		44,000	75,000	31,000
EXP	GIS & Mapping	A01440	50238		250	2,500	2,250
EXP	Computer Technicians (Dept Mgr)	A01680	50102		6,707	143,372	136,665
EXP	IT Equipment	A01680	50200		18,600	218,426	199,826
EXP	Telephone	A01680	50420		3,800	91,080	87,280
EXP	Rental Copy Machines	A01680	50456		11,000	21,986	10,986
EXP	Software	A01680	50440		16,600	286,651	270,051
EXP	Laborers	A05010	50105	1,000		-	1,000
EXP	Equipment	A05010	50200		350	3,500	3,150
EXP	Equipment	A05132	50200		1,000	10,000	9,000
EXP	Office Equipment	A07020	50200		200	2,000	1,800
EXP	Equipment reserve	A07020	50200		500	5,000	4,500
EXP	Playground Equipment	A07020	50218		745	7,455	6,710
EXP	Milestrip Fields Equipment	A07111	50200		1,800	18,000	16,200
EXP	Machines, Mowers Etc.	A07110	50200		12,000	120,000	108,000
EXP	Lake Water Quality Maint.	A07110	50238		1,300	13,000	11,700
EXP	Supplies	A07110	50400	40,000		56,000	96,000
EXP	Council of the Arts	A07270	50548	3,000		5,000	8,000
EXP	Other Expenses	A07310	50419		500	500	-
EXP	Equipment	A07610	50200		600	6,000	5,400
EXP	Equipment	A08760	50200		300	3,000	2,700
REV	Property tax levy	A00000	41001	597,571		10,025,483	10,623,054
HIGHWAY FUND							
REV	CHIPS Program	DB0000	43501	75,000		267,116	342,116
REV	Transfers In	DB0000	45031	300,000		-	300,000
EXP	Part-Time Laborer	DB5110	50104		25,000	25,000	-
EXP	Telephones (Cell)	DB5110	50420		5,000	8,600	3,600
EXP	Equipment Rental	DB5110	50456		10,000	40,000	30,000
EXP	Stone & Gravel & Road Oil	DB5110	50472		7,500	531,500	524,000
EXP	Culvert Pipe	DB5110	50474		5,000	10,000	5,000
EXP	Other Expenses	DB5130	50419		5,000	225,000	220,000
EXP	Fuel, Oil, Anti-Freeze, etc.	DB5140	50416		5,000	45,000	40,000

REV	Property tax levy		DB0000	41001			437,500				4,982,669		4,545,169
SPECIAL DISTRICTS													
EXP	Contracted Brush Pick-Up		SR8160	50405			45,000				300,000		255,000
REV	Property tax levy		SR0000	41001			45,000				3,074,523		3,029,523
													-
EXP	Equipment		SD8540	50200			150,000				300,000		150,000
FB	Use of Unrestricted FB		n/a	n/a		50,000					72,108		122,108
REV	Property tax levy		SD0000	41001			200,000				1,072,298		872,298
													-
EXP	Transfer to Capital Fund		WS9901	50904			100,000				125,000		25,000
REV	Transfers in		WS0000	45031		200,000					-		200,000
EXP	Telespection		G018008	50496			10,000				10,000		-
EXP	Special Repairs		G018008	50444			20,000				70,000		50,000
EXP	Allocated costs of operations		G0	50520			180,000				704,739		524,739
REV	Property tax levy		G0	41001			180,000				1,291,217		1,111,217
EXP	Allocated costs of operations		FX	50520			150,000				682,195		532,195
REV	Property tax levy		FX	41001			150,000				929,853		779,853
	total levy reduction						414,929						
	levy % increase						5.94%						

NO #2

Town of Orchard Park

Resolutions for Adoption of Budgets

November 4, 2026

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, 2027, 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, 2027, and a public meeting was conducted on November 4, 2026 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, 2027.

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, 2027, and a public meeting was conducted on November 4, 2026 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, 2027.

NOTES

Approve Stable Permit

RESOLVED, that the Town Board does hereby approve the following 2026 Stable Permits:

- Jaxon's Sky Equestrian Center LLC at 7613 Behm Rd, West Falls, NY 14170
- Willow View Equestrian at 7895 E Quaker Rd., Orchard Park, NY 14127

NB #4

RESOLUTION AUTHORIZING PARTICIPATION IN THE ERIE COUNTY MUNICIPAL COMMUNITY SOLAR PROGRAM

WHEREAS, Erie County conducted a competitive procurement (RFP No. 2022-999-06) to establish a Community Solar Program for Erie County and other eligible public entities; and

WHEREAS, the Program provides municipalities with the opportunity to reduce electricity costs for eligible municipal electric accounts through community solar, without installing solar panels or changing electric utility service; and

WHEREAS, the Town Board recognizes the importance of reducing municipal operating costs while supporting clean energy initiatives that benefit the community; and

WHEREAS, the Town Board has determined that participation in the Erie County Municipal Community Solar Program is in the best interest of the Town of Orchard Park.

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Orchard Park hereby authorizes participation in the Erie County Municipal Community Solar Program; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute subscriber agreements and other instruments necessary to implement the Town of Orchard Park's participation in the Program. This Resolution shall take effect immediately upon its adoption.

NB#5

Recreation Department Appointment

RESOLVED, that the Town Board does hereby appoint Jessica Juliano as a Program Supervisor to the part-time 2026 staff for the Orchard Park Recreation Department effective December 1, 2026 with an hourly payrate of $16.75 as recommended by the Recreation Director:

NB #6

Public Safety Dispatch

WHEREAS, a vacancy exists in the position of Public Safety Dispatcher (Full-Time); and

WHEREAS, the Chief of Police has recommended the appointment of Sarah Reiter to fill said position.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby appoint Sarah Reiter to the position of Full Time-Public Safety Dispatcher, to be effective November 21s^{t}, 2026, CSEA pay range 9 "Step A", contingent upon Erie County Civil Service approval, as recommended by the Chief of Police.

NB #7

DiDonato Associates Consultant Agreement
Henning Drive Bridge Replacement
Over the South Branch of Smokes Creek
P.I.N. 5765.45 BIN 2213400

WHEREAS, consultant assistance services are needed for the Henning Drive Bridge Replacement Project for the Town of Orchard Park to complete the design per NYS/Federal BridgeNY Program grant requirements, NYSDOT Design Procedure Manual (DPM) and appropriate sections of the Federal Aid Policy Guide (FAPG). The Initial Project Proposal for the NYSDOT BridgeNY Grant was awarded to the Town for the amount $1,927,368.00 and requires a match of 5%; and

WHEREAS, the Engineering Department solicited Requests for Qualifications (RFQ's) from 20 preapproved firms listed on the NYSDOT BridgeNY program for Region 5. Our department received 8 RFQ's and after review have chosen DiDonato Associates for the design and construction inspection services. I met with representatives of that firm to review contract language, refine the scope per grant requirements and discuss the roadway reconstruction, property acquisition, utility relocation, and stream bank armoring for erosion control that is required for this project. The Town will provide existing utility location files and drainage shed maps, and

WHEREAS, account DB016 Henning Drive Bridge Project was created by Town Board Resolution on May 7, 2025, which per accounting, will track all project costs incurred for 95% reimbursement with the BridgeNY Program. Accounting will be creating additional Capital Accounts (Numbers To Be Determined) for all the Townwide Drainage District Projects per the Stormwater Management & Drainage District Map, Plan & Report.

NOW THEREFORE, be it

RESOLVED, that the Town Board does hereby approve the transfer of $100,000.00 from Capital Account AD002 Bussendorfer Drainage to Capital Account DB016 Henning Drive Bridge Replacement Project, and be it further

RESOLVED, that the Town Board does hereby authorize the Supervisor to sign the agreement with DiDonato Associates, 689 Main Street, Buffalo, New York, 14203, to provide professional services for the Design and Construction Inspection of the Henning Drive Bridge Replacements Project per the BridgeNY Program in an amount not to exceed $478,246.00 as recommended by the Town Engineer.

TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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

Phone: *(716) 662-6425*
Email: *bielerw@orchardparkny.gov*

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

October 30, 2026

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

Re: DiDonato Associates Consultant Agreement
Henning Drive Bridge Replacement
Over the South Branch of Smokes Creek
P.I.N. 5765.45 BIN 2213400

Dear Board Members:

Consultant assistance services are needed for the Henning Drive Bridge Replacement Project for the Town of Orchard Park to complete the design per NYS/Federal BridgeNY Program grant requirements, NYSDOT Design Procedure Manual (DPM) and appropriate sections of the Federal Aid Policy Guide (FAPG). The Initial Project Proposal for the NYSDOT BridgeNY Grant was awarded to the Town for the amount $1,927,368.00 and requires a match of 5%.

The Engineering Department solicited Requests for Qualifications (RFQ's) from 20 preapproved firms listed on the NYSDOT BridgeNY program for Region 5. Our department received 8 RFQ's and after review have chosen DiDonato Associates for the design and construction inspection services. I met with representatives of that firm to review contract language, refine the scope per grant requirements and discuss the roadway reconstruction, property acquisition, utility relocation, and stream bank armoring for erosion control that is required for this project (attached). The Town will provide existing utility location files and drainage shed maps.

Account DB016 Henning Drive Bridge Project was created by Town Board Resolution on May 7, 2025, which per accounting, will track all project costs incurred for 95% reimbursement with the BridgeNY Program. Accounting will be creating additional Capital Accounts (Numbers To Be Determined) for all the Townwide Drainage District Projects per the Stormwater Management & Drainage District Map, Plan & Report.

I, therefore, recommend

- A transfer of $100,000.00 from Capital Account AD002 Bussendorfer Drainage to Capital Account DB016 Henning Drive Bridge Replacement Project,
- Authorization for the Supervisor to sign the agreement with DiDonato Associates, 689 Main Street, Buffalo, New York, 14203, to provide professional services for the Design and Construction Inspection of the Henning Drive Bridge Replacements Project per the BridgeNY Program in an amount not to exceed $478,246.00.

Respectfully submitted,

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

Attachments: DiDonato Associates Contract

Cc: William Even, Town Clerk
Andy Slotman, Highway Superintendent
Nicole Ruf, Drescher & Malecki, LLP
Timothy Gallagher, Town Attorney

File 2018.004

S:\Town Projects\Henning Drive Bridge\Correspondence\TB - Consultant Approval DiDonato.doc

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **the Town of Orchard Park** (Owner) and **DiDonato Associates, Engineering and Architecture, P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Henning Drive over Branch Smokes Creek (BIN 3328360/BR 713), NYSDOT PIN 5765.45** (Project). Engineer's services under this Agreement (Services) are Listed in Attachment A, Detailed Scope of Services.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period as provided in Attachment B.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with the Owner's standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **10%**.

E. Basis of Payment

1. Design:

a. Lump Sum. Owner shall pay Engineer for Services as follows:

1) A Lump Sum amount of $**281,686.00.**

2) In addition to the Lump Sum amount, reimbursement of the following expenses as shown in the cost proposal, included as Attachment C.

3) The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2. Construction Administration/Inspection Services:

a. Lump Sum. Owner shall pay Engineer for Construction Administration Services as follows:

1) A Lump Sum amount of $**31,471.00**.

2) In addition to the Lump Sum amount, reimbursement of the following expenses as shown in the cost proposal, included as Attachment C.

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3) The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

b. Direct Labor Costs Times a Factor. Owner shall pay Engineer for Construction Inspection Services as follows:

1) An amount equal to Engineer's Direct Labor Costs times a factor of 125% + 10% Fixed Fee for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services.

2) Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.

3) The total compensation for Services and reimbursement of expenses is based on an estimated construction time of 22 weeks. The amount estimated for these services is **$165,090.00**

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates factors are included in the Cost Proposal in Attachment C

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

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competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may,

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at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to

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the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Appendix 1 – Cost Proposal

Appendix 2 – Scope of Services

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This Agreement's Effective Date is **April ___, 2025**.

Owner:	Engineer:
Town of Orchard Park (name of organization)	DiDonato Associates, Engineering and Architecture, P.C. (name of organization)
By: _____ (authorized individual's signature)	By: _____ (authorized individual's signature)
Date: _____ (date signed)	Date: 10/30/2026 (date signed)
Name: Joseph Liberti (typed or printed)	Name: Jeffrey J. Blank, P.E (typed or printed)
Title: Town Supervisor (typed or printed)	Title: Vice President, Structural Bridge Design (typed or printed)
Address for giving notices: 429*5 South Buffalo Street Orchard Park, New York 14127	Address for giving notices: 689 Main Street Buffalo, New York 14203
Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____	Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____

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This is **Appendix 1, Cost Proposal**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated ____/____/ **2026**.

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This is **Appendix 2, Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated ____/____/ **2026**.

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NB#8

Landscaping Escrow Transfer Resolution

WHEREAS, the Town of Orchard Park has certain money held in escrow for landscaping associated with land development projects in the Town of Orchard Park, and

WHEREAS, the money held in escrow represents 50% of the value of the submitted Landscaping Value Estimation Form for each project, and

WHEREAS, the Town of Orchard Park would like to transfer the money held in escrow from 2006 to 2019 into the Tree Vegetation Account Number A000042188, and

WHEREAS, upon recommendation of the Town Attorney & applying Town Law Chapter § 144-44 C (1) (a) (2) hereby the Town Board approves the following.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby deem the landscape monies held in escrow from 2006 to 2019 forfeited, and directs the Town Clerk to transfer the landscape monies into the Tree Vegetation Account, Account Number A000042188.