

**ERIE COUNTY
LOCAL LAW**

PUBLIC NOTICE

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board of the Town of Orchard Park, on Wednesday, September 16 at 7:00 PM (local time) at the Orchard Park Municipal Center, S4295 South Buffalo Street, Orchard Park New York 14127, regarding a proposed **Local Law** for the Year 2026. This local law provides as follows: Town of Orchard Park to over-ride tax levy limit established in General Municipal Law **Sec 3-c** as follows **SECTION**

1: Legislative Intent It is the intent of this local law to allow the Town of Orchard Park to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal

Law Sec 3-c. SECTION 2:

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

SECTION 3: Tax Levy Limit

Override The Town Board of the Town of Orchard Park, County of Erie, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law **Sec 3-c**.

SECTION 4: Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgement shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstances, directly involved in the controversy in which such judgment or order shall be rendered.

TOWN OF ORCHARD PARK
COUNTY OF ERIE, STATE OF NEW YORK
TOWN BOARD

**A RESOLUTION ADOPTING LOCAL LAW NO. 5 OF THE YEAR 2026, ENTITLED “A
LOCAL LAW AUTHORIZING THE TOWN OF ORCHARD PARK TO IMPOSE A PROPERTY
TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN NEW YORK STATE GENERAL
MUNICIPAL LAW ARTICLE 2, SECTION 3-c”**

WHEREAS, the Town Board of Orchard Park has proposed Local Law 5 of 2026, which would allow the Town Board to increase taxes in excess of the tax levy limit for the fiscal year 2026.

WHEREAS, subdivision 5 of said Section 3-c expressly authorizes a local government to adopt a budget requiring a real property tax levy in excess of the tax levy limit for the coming fiscal year, provided that the governing body of such local government first enacts, by a vote of sixty percent (60%) vote of the Board members; and

WHEREAS, the Town Board did, at its regular meeting held on Wednesday, September 16, 2026, call a public hearing to consider the adoption of Local Law 5 of 2026; and

WHEREAS, the Town Board wishes to preserve its flexibility to adopt a budget for the fiscal year 2026 that provides for the continued delivery of essential Town services, the maintenance of Town infrastructure, and the meeting of contractual, statutory, and other obligations of the Town, notwithstanding increases in the costs of retirement system contributions, personal services, employee benefits, insurance, utilities, materials, contractual services, debt service, and capital needs; and

WHEREAS, said hearing was held on the 16 day of September, 2026, at which time all persons were given an opportunity to be heard; and

WHEREAS, this Town Board does hereby declare that this local law is a Type II activity pursuant to SEQRA 6 NYCRR Section 617.5(c).

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Orchard Park hereby adopts Local Law No. 5 of the Year 2026, entitled “A Local Law Authorizing the Town of Orchard Park to Impose a Property Tax Levy in Excess of the Limit Established in New York State General Municipal Law Article 2, Section 3-c,” in the form annexed hereto as Exhibit A and made a part hereof; and be it further

RESOLVED, that this resolution shall take effect immediately, and Local Law No. 5 of the Year 2026 shall take effect upon filing with the Secretary of State as provided therein.

EXHIBIT A

TOWN OF ORCHARD PARK

COUNTY OF ERIE, STATE OF NEW YORK

LOCAL LAW NO. 5 OF THE YEAR 2026

A LOCAL LAW AUTHORIZING THE TOWN OF ORCHARD PARK TO IMPOSE A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN NEW YORK STATE GENERAL MUNICIPAL LAW ARTICLE 2, SECTION 3-c

BE IT ENACTED by the Town Board of the Town of Orchard Park, Erie County, New York, as follows:

Section 1. Legislative Intent.

It is the intent of this local law to authorize the Town of Orchard Park to adopt a budget for the fiscal year commencing 2026 that requires a real property tax levy in excess of the tax levy limit established in and by General Municipal Law §3-c.

The Town Board recognizes the importance of the tax levy limit as a measure of fiscal restraint. The Town Board further recognizes, however, that the costs of providing essential municipal services including public safety, highway maintenance, snow and ice control, recreation, and general government administration together with employee benefit and health insurance costs, retirement system contributions, insurance premiums, utility costs, contractual obligations, debt service, and necessary capital expenditures, may increase in an amount that exceeds the allowable levy growth factor prescribed by General Municipal Law §3-c.

The Town Board therefore finds that the authorization granted by this local law is necessary to preserve the Town Board's ability to adopt a responsible budget that maintains the level and quality of services required by the residents of the Town.

Section 2. Authority.

This local law is enacted pursuant to the provisions of subdivision 5 of General Municipal Law §3-c, and pursuant to Municipal Home Rule Law §10(1)(ii)(a)(9-a) and §10(1)(ii)(d)(3), and any other applicable provision of law.

Section 3. Tax Levy Limit Override.

The Town Board of the Town of Orchard Park is hereby authorized to adopt a budget for the fiscal year commencing 2026 that requires a real property tax levy in excess of the tax levy limit as defined by and determined in accordance with General Municipal Law §3-c.

This authorization applies to the fiscal year commencing 2026 only, and shall not be construed to authorize a tax levy in excess of the tax levy limit for any subsequent fiscal year.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this local law, or the application thereof to any person, firm, corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this local law, or in its application to the person, firm, corporation, or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date.

This local law shall take effect immediately upon filing with the Office of the New York State Secretary of State in accordance with Municipal Home Rule Law §27.

Appoint Part-time staff to the Orchard Park Recreation Department

RESOLVED, that the Town Board is hereby authorized to approve the following residents appointments to the 2026 part-time staff for the Orchard Park Recreation Department effective September 17, 2026 as recommended by the Recreation Director:

Finbar, Kendall	\$16.75 Program Coordinator 1
Uglow, Amanda	\$18.00 Supervisor

Parks and Grounds New Hire

WHEREAS, the Orchard Park, Parks and Grounds Department has a vacant laborer position; and

WHEREAS, there are funds in the 2026 budget to fund a laborer position; and

WHEREAS, Christopher Kuhnle, Director of Parks And Grounds, has determined that Steven Blidy is ready and able to serve as a laborer in the Orchard Park, Parks and Grounds Department.

NOW, THEREFORE be it

RESOLVED, that based on the recommendation of Christopher Kuhnle, Director Of Parks And Grounds, Steven Blidy is appointed as a full time laborer in the Orchard Park, Parks and Grounds Department as a Blue Collar Laborer at Step 1 of the Blue Collar Contract at a rate of \$27.06 per hour effective September 21, 2026.

Appoint a Trustee to the Orchard Park Library Board.

WHEREAS, there exists a vacancy on the Town of Orchard Park Library Board of Trustees due to the resignation of Trustee Ann Marie Newbury, and

WHEREAS, the Town Board of the Town of Orchard Park thanks Ann Marie Newbury for her years of diligent service to the patrons of the Orchard Park Library, and

WHEREAS, the current Town of Orchard Park Library Board of Trustees has recommended Orchard Park resident, Michelle Faust, to fill said vacancy, and

WHEREAS, Michelle Faust, is ready, willing and able to fill the open Trustee Seat vacated September 15, 2026, it is hereby

RESOLVED, that the Town Board appoints Michelle Faust to the Library Board of Trustees to fill an unexpired term that ends on December 31, 2026.



County of Erie

MARK C. POLONCARZ

COUNTY EXECUTIVE

DEPARTMENT OF CENTRAL POLICE SERVICES STOP-DWI

September 10, 2026

Honorable Joseph Liberti
Supervisor, Town of Orchard Park
4295 South Buffalo Street
Orchard Park, New York 14127

Dear Supervisor Liberti:

Please receive the enclosed contract that will allow the Town of Orchard Park to participate and receive funding through the Erie County STOP-DWI Program. The contract is for the term January 1, 2026 to December 31, 2026.

There are three Addenda to include with the contract, A, B, and C.

- A - Police Enforcement Plan, - For signature by your Chief of Police.
- B - Accord Insurance certificate including Liability and Workers Comp Insurance
Erie County as additional insured.
- C - A Resolution or Motion from your Town Board agreeing to the contract.

If the Town is self-insured, a statement of self-insurance is also acceptable.

Kindly compile the addenda, sign the contract, and return to:

Jonathan Camacho, Director
Erie County STOP-DWI Office
45 Elm Street
Buffalo, New York 14203

Please feel free to contact me with any questions or assistance in completing the process.

Sincerely,

Jonathan Camacho
Cell: 716-936-2123
email: Jonathan.Camacho@erie.gov

**Police & Court Contract
2026 STOP-DWI**

THIS AGREEMENT, made and entered into as of the 1st day of January, 2026, by and between the COUNTY OF ERIE, a municipal Corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the COUNTY, party of the first part, and the **TOWN OF ORCHARD PARK**, a municipal corporation of the State of New York partly in Erie County, with offices at **4295 South Buffalo Street, Orchard Park New York, 14127** hereinafter referred to as the MUNICIPALITY, party of the second part.

W I T N E S S E T H:

WHEREAS, the COUNTY, pursuant to the authority granted to it by Article 31 of the Vehicle and Traffic Law, has established a special traffic options program for driving while intoxicated (STOP-DWI) and has formulated a plan thereunder for the coordination of county, town, city and village efforts to reduce alcohol-related traffic injuries and fatalities, and

WHEREAS, the MUNICIPALITY, through its police agency, has made formal application to the Erie County STOP-DWI Coordinator for the funding of certain alcohol traffic safety law enforcement activities in Erie County during the period from January 1, 2026 to December 31, 2026, which application is attached hereto and made a part hereof as Appendix "A", and

WHEREAS, article 31 of the Vehicle and Traffic Law conveys to the County of Erie all fines associated with convictions on V&T Section 1192, Section 511(2)(a)(ii) and (iii) and Section 511(3)(i) provided that such cases are disposed within Erie County.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

FIRST: During the term of this Agreement, the MUNICIPALITY, as an independent contractor, agrees to engage in the alcohol traffic safety law enforcement activities set forth in the annexed Appendix "A".

SECOND:

The MUNICIPALITY, through its police agency, agrees to compile information and render monthly reports, in a form acceptable to the County, to the Erie County STOP-DWI Coordinator with respect to:

- (i) the MUNICIPALITY's law enforcement activities set forth in Appendix "A".
- (ii) all alcohol-related traffic crashes investigated by the MUNICIPALITY's police agency.
- (iii) the final court disposition of all cases involving alleged violation(s) of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law commenced by the MUNICIPALITY's police agency in any court in Erie County.

THIRD The County agrees to reimburse the MUNICIPALITY overtime wages, excluding benefits, for officers authorized to perform extra effort Impaired Driving Patrols and Sobriety Checkpoints, Impaired Driving Enforcement Training, Victim Impact Panel Presentations, and related equipment subject to the provisions and guidelines of attached Appendix A, in a sum not to exceed the amount annually approved.

FOURTH: In the event the Erie County STOP-DWI Program, as approved by the Commissioner of the New York State Department of Motor Vehicles, is terminated before the

COUNTY has paid to the MUNICIPALITY all of the sums otherwise payable under the terms of this Agreement, the provisions of Section 1197(9) of the Vehicle and Traffic Law with respect to program cessation shall govern for purposes of determining the availability of such sums for payment to the MUNICIPALITY.

FIFTH: The MUNICIPALITY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any rights, title or interest herein, nor of the power to execute the same or any extension hereof to any other person or corporation without the previous consent in writing of the COUNTY.

SIXTH: The MUNICIPALITY agrees to comply with all applicable laws of the State of New York, the United States and the County of Erie, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

SEVENTH: The MUNICIPALITY shall be fully accountable for its performance under this Agreement and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transactions, act or omission in connection therewith if called before any Judicial, County, State or Federal agency empowered to investigate the Agreement or its performance.

EIGHTH: The MUNICIPALITY agrees to furnish verified accounts of its disbursements hereunder, with certified or verified invoices thereto attached at such times and in such form and detail as may be required by the Erie County Comptroller, who may at her option audit the pertinent books and records of the MUNICIPALITY, and a final account within thirty (30) days after the termination of this Agreement.

NINTH: The MUNICIPALITY agrees to defend, hold harmless and indemnify the COUNTY against any and all liability, claims, demands, suits and judgments arising out of the performance of the MUNICIPALITY's obligations under this Agreement. The MUNICIPALITY further agrees to maintain insurance coverage(s) during the term of this Agreement and to submit certificates of insurance in accordance with Vendor Classification C - "Professional Services"

appearing on Appendix "B" annexed hereto. For purposes of this Agreement, the County must be included as an additional named insured on the Municipality's insurance policies. For purposes of this Agreement, the MUNICIPALITY need not provide proof of professional liability insurance coverage. At the request of the MUNICIPALITY and with the consent of the Erie County Attorney, the Erie County STOP-DWI Coordinator may waive the excess and/or umbrella liability insurance coverage(s), or reduce the amount(s) thereof, otherwise required under this paragraph. In lieu of proof of insurance coverage, the MUNICIPALITY may furnish evidence of a self-insurance plan acceptable to the Erie County Attorney.

TENTH: Consistent with the MUNICIPALITY's status as an independent contractor, the COUNTY shall not be responsible for Worker's Compensation benefits, Social Security coverage or unemployment insurance benefits with respect to the MUNICIPALITY.

ELEVENTH: This Agreement, or any renewal thereof, may be terminated by either party upon at least thirty (30) days prior notice. Such notice shall be provided in writing to the chief executive officer of the other party at the address appearing on the first page of this Agreement.

TWELFTH: Provided that the MUNICIPALITY shall have made formal application for the continued funding of its alcohol traffic safety law enforcement activities, this Agreement may be renewed for such additional twelve (12) month terms as may be mutually agreed upon by the parties through their respective legislative bodies.

AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE ERIE COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS d/b/a SPCA SERVING ERIE COUNTY FOR ANIMAL CONTROL AND DOG SHELTERING SERVICES FOR THE TERM OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027

WHEREAS, the Town of Orchard Park (the “Town”) is required under Article 7 of the New York State Agriculture and Markets Law to provide for the seizure, care, and sheltering of dogs found at large within the Town, and to provide dog control services in accordance with law; and

WHEREAS, the Town has for a number of years contracted with the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County, a not-for-profit corporation having an office at 300 Harlem Road, West Seneca, New York 14224 (the “SPCA”), for Animal Control Officer / Dog Control Officer sheltering and related services; and

WHEREAS, the SPCA has offered the Town a renewal of said agreement for the term commencing October 1, 2026 and continuing through September 30, 2027, which agreement thereafter renews automatically for each succeeding calendar year unless either party provides written notice of its desire to terminate at least thirty (30) days prior to the commencement of the succeeding year; and

WHEREAS, the proposed renewal agreement contains revisions from the prior agreement, including, among others: the SPCA’s reservation of the right to assess an animal’s temperament before or at the time of intake and to deny admittance for transfer where the animal is not considered suitable for adoption; acceptance of dogs for transfer solely as space, staffing, resources, and operational capacity permit; a requirement, pursuant to Article 26-C of the New York State Agriculture and Markets Law, that the Town provide all core vaccinations for dogs that have cleared the legal hold period and have been in the Town’s possession for forty-eight (48) hours or more, with proof of vaccination and a rabies vaccine certificate furnished prior to the transfer appointment; the addition of a Core Vaccine Package fee of Seventy-Five Dollars (\$75.00); and an obligation of the Town to furnish a complete copy of the agreement to the Town’s Dog Control / Animal Control Officer within five (5) business days of execution and to any successor within five (5) business days of appointment; and

WHEREAS, the SPCA has further advised the Town that, effective July 2026, it has temporarily paused active animal cruelty investigations, and that all incoming animal cruelty and neglect complaints are now referred directly to local law enforcement agencies; and

WHEREAS, the SPCA requires that originally signed and officially sealed contracts be returned to it by mail no later than October 1, 2026, and has advised that failure to return the signed contract by that date may result in the forfeiture of the Town’s space in its program; and

WHEREAS, the Town Board has reviewed the proposed renewal agreement, together with the fee schedule set forth therein, and has determined that continuation of this contractual relationship is in the best interests of the Town and its residents; and

WHEREAS, funds for the payment of fees due under said agreement are available in budget line **PS3510 50433** of the Town budget.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Orchard Park hereby approves the renewal Agreement between the Town of Orchard Park and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County for Animal Control Officer / Dog Control Officer sheltering and related services, for the term October 1, 2026 through September 30, 2027, in substantially the form presented to and reviewed by this Board, a copy of which shall be filed with the Town Clerk; and be it further

RESOLVED, that the Town Clerk is hereby directed to affix the seal of the Town to the executed originals and to return the originally signed and sealed contracts to the SPCA by mail on or before October 1, 2026, submitting two (2) originals so that one fully executed original is returned to the Town for the Town's records; and be it further

RESOLVED, that in accordance with Section 17 of said Agreement, the Town Supervisor or their designee shall furnish a complete copy of the Agreement, including any amendments, to the Town's Dog Control / Animal Control Officer within five (5) business days of execution, and to any successor Dog Control / Animal Control Officer within five (5) business days of such appointment, and shall provide the SPCA with the name, title, telephone number, and email address of the current Dog Control / Animal Control Officer and any changes thereto within five (5) business days; and be it further

RESOLVED, that the Town Supervisor is hereby directed to advise the Chief of Police and the Town's Dog Control / Animal Control Officer of the SPCA's temporary suspension of active animal cruelty investigations, so that incoming animal cruelty and neglect complaints are appropriately received and handled by Town law enforcement personnel; and be it further

RESOLVED, that this resolution shall take effect immediately.



Supervisor Joseph Liberti
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127

Dear Supervisor Liberti,

The SPCA is pleased to offer a renewal of the Animal Control Officer/Dog Control Officer (ACO/DCO) contract with the Town of Orchard Park for the term covering October 1, 2026, through September 30, 2027.

Please be advised that the updated contract includes several revisions, which are clearly marked in yellow for your convenience and review.

Additionally, regarding Section 4 of the contract, please be aware that the SPCA temporarily paused all active animal cruelty investigations beginning in July, which may affect our ability to provide services outlined in that section. This is due to not having the personnel necessary to continue responding to field investigations. Currently, all incoming animal cruelty and neglect complaints are now referred directly to local law enforcement agencies who have been made aware of this change. While our NYS Peace Officers will not be active on the road, the SPCA is not stepping away from our mission. We will continue to support your agencies through consultation, animal welfare expertise, and assistance whenever appropriate. Our organization is currently advertising for two vacant NYS Peace Officer roles, with the goal of rebuilding our investigative team to full capacity.

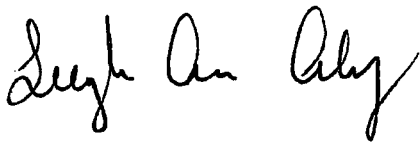
To ensure uninterrupted service, we respectfully request that original signed and officially sealed contracts be returned to the SPCA by mail no later than October 1, 2026. **Electronic submissions, scanned copies, and photocopies will not be accepted.** Contracts must be submitted in original format; once executed by the SPCA CEO, a copy of the fully signed agreement will be mailed to the Town. If the Town wishes to retain an original signed copy, it may submit up to two original signed contracts, and one fully executed original will be returned upon completion.

If your municipality requires an extension of the current 2025-2026 agreement, please submit a formal written request to the mailing or email address provided below.

Please note that failure to return the signed contract by the stated deadline may result in the forfeiture of your municipality's space in our program. In such cases, we reserve the right to offer the available capacity to another municipality due to limited resources.

Should you have any questions or require further clarification, please do not hesitate to contact us using the information below. We appreciate your continued partnership and look forward to working together in the upcoming term.

Sincerely,



Leigh Ann Abbey

Director of Capacity and Outcomes

SPCA Serving Erie County

LeighAnnA@yourspca.org

(716) 875-7360 ext. 218

AGREEMENT

THIS AGREEMENT made this 1st day of October 2026 by and between the Town of Orchard Park, New York (the "Town") and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County, a not-for-profit corporation having an office located at 300 Harlem Road, West Seneca, New York, 14224 (the "SPCA").

WITNESSETH

WHEREAS the Town and the SPCA desire to enter into a contract providing that after the statutory holding period as per New York State Agricultural and Markets Law, a seized dog may be offered for adoption by the Town or the SPCA according to New York State Agricultural and Markets Law, Article 7 and Article 26.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The term of this agreement shall commence on October 1st, 2026, and shall be automatically and continuously renewed for each succeeding calendar year until the Town or the SPCA provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.
2. During the term of this Agreement, SPCA will only accept dogs that it considers safe adoption candidates after they have been held the legal stray holding period as determined by NYS Agriculture and Markets laws unless otherwise stated within this contract. The Town will be responsible for identifying dogs who are overtly, behaviorally unsound, suffering irredeemably, or dangerous with people or other animals. In that event, the Town shall be responsible for the animal's humane euthanasia at the veterinary facility of its choice. The Town understands that its representatives are welcome to contact SPCA's behavior department with any questions pertaining to behavior or temperament.
 - a. Prior to scheduling any transfer appointments, the Town shall complete and submit an Intake Assessment Form to the SPCA. Upon receipt and review of the completed form, the SPCA shall have the sole discretion to either approve the scheduling of a transfer appointment or decline acceptance of the dog for transfer, based on behavioral concerns or indications of unsound temperament. Because of this, the SPCA may be unable to accommodate same-day appointments.
 - b. In the event that the SPCA declines the transfer, the Town shall be responsible for determining an alternative placement for the dog or, if deemed appropriate and humane, proceeding with euthanasia.
 - c. If within 5 days of intake the SPCA determines that the animal presents with behaviors, conditions, or characteristics that differ materially from those represented by the Town in the Intake Assessment Form, the SPCA reserves the right to request that the Town retrieve said animal. Upon such request, the Town shall be responsible for all fees incurred related to the care and medical treatment of the animal as outlined in this agreement.
 - d. The SPCA reserves the right to assess the animal's temperament either before or at the time of intake and deny admittance for transfer should the animal not be considered suitable for adoption.

3. The Town understands that it is their sole responsibility to seek and provide veterinary care for a sick or injured impounded animal. The Town agrees to seek said care from a licensed Veterinarian, and to adhere to the care/treatment recommendations from said Veterinarian. Contact information for the Veterinarian(s) routinely worked with by the Town will be furnished when the signed contract is returned to the SPCA. If the Town does not provide veterinarian information when returning this Contract, the Contract will be considered void. Furthermore, the Town understands and acknowledges that failure to provide medical care to an impounded animal in need may immediately void this agreement and could lead to criminal charges.
 - a. NYCRR, Part 77.2 requires that all dogs seized under AML, Article 7 "...shall be properly cared for, sheltered, fed and watered for the redemption period..." "Properly cared for" includes veterinary care when necessary. Any seized dog suffering from illness or serious injury must receive prompt treatment by a licensed veterinarian. A common sense evaluation of the seized dog by the DCO is necessary to determine when that care is necessary. For example, if a dog appears to have been hit by a car, has lacerations and possible fractures and is in pain, that animal needs to be seen by a veterinarian. The municipality is responsible for stabilizing care for that animal, but not for orthopedic surgery or other major surgery or diagnostics. Stabilization may include intravenous fluids, cleaning of wounds, supportive wraps for fractures; pain control, etc. Other examples would be a dog that is weak, unable to walk, is vomiting, etc., or a dog with porcupine quills. That dog also needs to be seen by a veterinarian. It is not acceptable to deliver a dog in need of veterinary care to a shelter and leave it in a cage when no arrangements have been made for treatment. This is of particular importance if a dog is delivered to the shelter after hours and left unattended in a cage when in need of veterinary care. The municipality could be subject to the Agriculture and Markets cruelty law since needed care was not supplied. The municipality may have a formal arrangement with the shelter to assist in getting veterinary care, with the understanding that all cost will be borne by the municipality.
 - b. In circumstances where a dog's medical condition is too severe to be adequately maintained at the Town's holding facility, the dog may be transferred to the SPCA for medical evaluation and treatment, subject to the prior mutual agreement of both parties. The Town acknowledges that the SPCA is not equipped to provide acute or emergency medical care requiring 24-hour stabilizing treatment. Should the SPCA provide medical evaluation or stabilization but subsequently decline to accept the dog for transfer, the Town shall remain solely responsible for all costs associated with the medical care rendered by the SPCA.
4. In the event the Town feels that the physical condition of the dog at the time of initial impoundment may rise to the level of animal cruelty, the Town understands it may contact the SPCA. The SPCA agrees to arrange for the Town to bring the dog to the shelter and to have a member of its medical and/or Law Enforcement team examine the dog. If the SPCA deems the condition of the dog may in fact be evidence of the crime of cruelty to animals, the SPCA will accept said dog, hold the dog stray time and open an investigation. The Town understands that it must take the dog back, hold stray time, and provide medical treatment as described above in the event the SPCA declines to accept the dog for further investigation solely at the Town's own expense. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.

5. In the event that a dog relinquished by the Town to the SPCA is subsequently euthanized due to significant medical or behavioral problems, euthanasia shall be performed by registered Licensed Animal Health Technicians employed by the SPCA and shall be carried out humanely with an injection of sodium pentobarbital.
6. All transfers of dogs from the Town to the SPCA shall be conducted strictly by appointment only. The SPCA shall accept dogs for transfer solely as space, staffing, resources, operational capatown, and other organizational considerations permit. The Town agrees to contact the SPCA in advance to schedule an appointment and confirm availability. All communications regarding transfer scheduling must be made by authorized agents or representatives directly to the SPCA's main telephone line during regular business hours, defined as 8:00 a.m. to 4:00 p.m. Contacting SPCA staff via personal telephone numbers is strictly prohibited. In the event that no staff member is immediately available, the Town shall leave a voicemail message with the Community Support Services Department. The SPCA acknowledges that, should it be unable to accept a dog due to limitations in space, staffing, resources, operational capatown, or other organizational considerations, the Town may pursue alternative placement options for the dog(s) with other organizations.
7. Per New York State Department of Agriculture and Markets Article 26-C, The Town agrees to provide all core vaccinations for dogs that have cleared the legal hold period and have been in its possession for 48 hours, or more, beyond the date it cleared, unless an appointment has been made with the SPCA within that 48-hour time frame. Vaccines should be age appropriate and should include Rabies, DHPP, Bordetella, and dewormer. The Town is required to submit proof of this vaccination, and a rabies vaccine certificate, on official veterinarian letterhead prior to their transfer appointment date.
8. The Town agrees to pay the SPCA the following fees for services rendered pursuant to this Agreement per dog:
 - a. A euthanasia fee of eighty dollars (\$80.00)
 - b. A crematory and disposal fee of eighty dollars (\$80.00)
 - c. An adoption fee of seventy-five dollars (\$75.00)
 - d. Rabies vaccination fee of ten dollars (\$10.00)
 - e. Core Vaccine Package, including rabies, dewormer, flea/tick treatment of seventy-five dollars (\$75.00)

In the event that the Town identifies a potential adopter for a dog during the legal holding period and/or prior to transfer to the SPCA, and requests that the SPCA facilitate the adoption, the Town agrees to pay a facilitation fee of seventy-five dollars (\$75.00). This fee shall cover the cost of spay/neuter surgery, microchipping, and administration of appropriate vaccinations prior to finalizing the adoption. The prospective adopter shall also be responsible for paying any applicable adoption fees as set by the SPCA at the time of adoption.

Should the prospective adopter decline to proceed with the adoption after services have been rendered and the dog remains in the custody of the SPCA, the Town shall be responsible for reimbursing the SPCA for the full cost of services provided. Furthermore, if the SPCA is unable to accept the dog into its adoption program, the Town shall retrieve the dog and return it to its holding facility. In such cases, the Town shall also reimburse the SPCA for the cost of care at a rate of thirty dollars (\$30.00) for the first day and twenty dollars (\$20.00) for each subsequent day the dog remains in SPCA custody.

9. The fees accrued during each month shall be paid no later than the fifteenth day of the next subsequent month. All fees are subject to change; written notice will be provided.
10. The Town acknowledges that it is solely responsible for providing animal control services within its municipality. The SPCA expects that the Town will make reasonable efforts to identify potential adopters for all dogs that are either signed over or cleared of the legal holding period.
11. The Town agrees to pay the SPCA's reasonable attorney fees incurred in any legal action brought by the purported owner of the subject animals arising from the Town's seizure of said animal.
12. If it is necessary for the SPCA to accept a stray dog found within the Town, the Town agrees to pick up said dog within four (4) SPCA business hours of receiving a phone call from the SPCA. The Town understands that if the dog is not picked up, there will be a thirty-dollar (\$30.00) transport fee for an SPCA representative to deliver the dog to the Town's Animal Control Office. Additionally, if the Town fails to retrieve the dog within four (4) hours or is unavailable to accept said dog upon SPCA arrival to their holding facility, the Town agrees to reimburse the cost of care for the dog at the rate of thirty dollars (\$30.00) for the first day and twenty dollars (\$20.00) for each subsequent day. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.
13. The Town agrees to send all Animal Control Officers, Dog Control Officers or any Agent of the Town acting in such a role where they have a responsibility to feed, clean, house, walk, accept, pick up or in any way interact with or provide care for animals as part of their Town duties to continuing education courses. This may include courses that they find independently or any training courses that are scheduled and hosted by the SPCA.
14. If for any reason the Town accepts and transports an owned animal for surrender, the Town understands the SPCA will not accept said animal without a completed SPCA Pet Profile, paper proof of permanent ownership relinquishment to the Town, and reliable contact information for the previous owners. *Pet Profiles for canines can be found at yoursPCA.org/rehomeyourpet*
15. The Town agrees to scan all stray dogs for a microchip, and to fully document any and all attempts to contact the registered owner. The Town understands that if a microchip is detected by the SPCA upon transfer, and it was not previously discovered by the Town, or the Town made no attempts to contact the owner, the SPCA will hold the dog for a period of 24 hours while attempt(s) are made to contact and locate the registered owner. The Town agrees to pay the SPCA for the additional holding period cost of care at a rate of thirty dollars (\$30.00) for the first day and twenty dollars (\$20.00) for each subsequent day the dog remains in SPCA custody and to reimburse the SPCA for any veterinary care. If the SPCA is unable to make contact with the registered owner or the owner fails to make contact after an initial attempt, the dog will become property of the SPCA and be available for adoption or humane euthanasia at the discretion of the SPCA.
16. The town agrees to provide the following information at the time of signing the contract:

- a. Names and contact information of any agent or representative of the of Town, whether designated as an animal control officer, dog control officer, or otherwise tasked with caring for dogs, as well as any individual who brings dogs to the SPCA for intake.
 - b. The location of the Town's kennel facility or the names and locations of any businesses contracted by the Town to house dogs during the legal holding period. The SPCA reserves the right to request to view these facilities with prior consent from the Town or named businesses.
 - c. Names of any other town, village, or other municipality that they provide Animal Control or Dog Control services for.
17. The Town shall furnish a complete copy of this Agreement, including any amendments, to the Town Dog/Animal Control Officer within five (5) business days of execution. During the term of this Agreement, if the position of Dog/Animal Control Officer changes for any reason, the Town shall provide a copy of this Agreement to any successor Dog/Animal Control Officer within five (5) business days of such appointment or designation. The Town shall promptly provide the SPCA with the name, title, telephone number, and email address of the current Dog/Animal Control Officer and shall notify the SPCA of any changes to such contact information within five (5) business days. If the SPCA reasonably believes that the Dog/Animal Control Officer has not received or is unaware of the conditions of this Agreement, the SPCA is expressly authorized to furnish a copy of this Agreement directly to the Dog/Animal Control Officer. The Town acknowledges that such disclosure is appropriate and necessary to ensure awareness and enforcement of the conditions set forth herein.
 18. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.
 19. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.
 20. This Agreement may only be modified or amended through the written consent of both parties hereto.
 21. The town agrees to indemnify, defend, and hold harmless, the SPCA, its directors, officers and employees from and against any and all claims, actions, liabilities, damages, costs, expenses and reasonable attorney fees, including, but not limited to, those for personal injury and/or death and/or property damage, that arise against or are incurred by the Indemnified Party as a result of any breach, performance or non-performance by the Indemnifying Party of the terms and services set forth in this Agreement.

The provisions this section shall survive the termination of this Agreement.

In witness whereof, the parties hereto have caused their hands and seals to be hereunto affixed the day and year first above written.

ERIE COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
("SPCA")

By: _____
President & C.E.O.

TOWN OF ORCHARD PARK ("TOWN")

By: _____
Its: _____

Town Veterinarian Information: (Towns may not list the SPCA or E-Clinics as a veterinarian facility)

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Animal Control or Dog Control Officers or Town Representatives:

Name: _____

Email: _____

Name: _____

Email: _____

Name and Location of Kennel Facility used by the Town: (If Any)

Name: _____

Owner: _____

Address: _____

Phone Number: _____

Towns, Villages, and/or Municipalities that the Town provides Animal/Dog Control/Other Services for:

Subject: Budget Transfer – Engineering Department

RESOLVED, that the Town Board does hereby authorize the following budget transfer within the 2026 Engineering Budget:

\$ 1,000.00

From: Budget Code - A01440 50200
(Engineering Equipment)

To: Budget Code - A01440 50400
(Engineering Office Supplies)

Authorize a Site Plan and Building Permit for 3129 Orchard Park Road.

RESOLVED, that the Town Board does hereby approve the following resolution upon the recommendation of the Planning Board from their July 9, 2026 and September 10, 2026 meetings:

RESOLVED, with regard to P.B. File #02-26, 3129 Orchard Park Road, located in the old Valu plaza, Zoned B-2 (SBL #152.12-4-8 & 9). The Town Board approves the Site Plan and authorize a building permit for two out parcels, a parking expansion and associated Site improvements, based on the following conditions and stipulations.

1. All public notices have been filed.
2. This is an Unlisted Action, based on the Short EAF submitted 5/1/26, and a Negative Declaration was made on 7/9/26.
3. The site lighting is limited to those fixtures and poles indicated on the approved Site Plan. Light fixtures shall have flat lenses and all lighting is to be directed downward and toward the site.
4. No outside storage or display is permitted.
5. Any future dumpsters shall be screened, in accordance with Section 144-25 of the Town Code.
6. The Applicant is to provide the Town of Orchard Park Assessor with an "independent" appraisal for the completed project (meaning all completed phases) by a Certified Commercial Appraiser.
7. A GML 239n referral was submitted to the ECDEP on 5/18/26. Comments were received on 6/1/26. No recommendation was made.
8. The Site Plan dated 09/09/26 has been determined by the Building Inspector to be Compliant as presented.
9. Engineering Approval was granted on 9/10/26.

Town Board to refer the following to the Planning and Conservation Board for its recommendation:

1. Regarding PB File # 25-26, West Herr Kia, 3565 Southwestern Boulevard, Zoned B-2. Applicant is proposing construction of a 4,550 square foot addition to the existing building. (SBL #161.07-7-11.1)

**RESOLUTION AUTHORIZING THE ORCHARD PARK TOWN
COURT TO APPLY FOR THE JUSTICE COURT ASSISTANCE
PROGRAM GRANT**

WHEREAS, the Orchard Park Town Court is in need of audio/visual and physical upgrades, including replacement flooring and replacement paneling in the courtroom area; and

WHEREAS, the Justice Court Assistance Program provides grant funding to assist local courts with necessary improvements and upgrades; and

WHEREAS, the Town of Orchard Park recognizes the importance of supporting the Orchard Park Town Court in obtaining funding for these improvements.

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Orchard Park hereby authorizes the Orchard Park Town Court to apply for the Justice Court Assistance Program grant for the 2026–2027 grant cycle up to the amount of \$30,000.

TOWN OF ORCHARD PARK

BUILDING INSPECTOR MONTHLY REPORT

MONTH OF AUGUST 2026

BUILDING PERMITS	# OF	VALUE	BUILDING PERMITS	# OF	VALUE
NEW CONSTRUCTION:			ABOVE GROUND POOLS	2	17,000
SINGLE DWELLING	3	2,363,256	INGROUND POOLS	5	453,730
DOUBLE DWELLING			DECKS	4	86,511
APT/MULTI-FAMILY			ELECTRICAL	8	34,975
COMMERCIAL			FENCES	11	98,178
ADDITIONS:			GARAGE/BARN/POLE BARN	2	100,000
RESIDENTIAL	3	341,000	GENERATORS	10	124,440
COMMERCIAL			MISC(OPERATING/DEMO)	6	25,071
ALTER/REPAIR:			PORCH/PATIO		
RESIDENTIAL	7	334,000	SHEDS	14	81,683
COMMERCIAL / TENANT BO	5	265,500	SIGNS	1	50
COMMERCIAL MISC.	1	410,000	RESIDENTIAL MISC.	26	573,958
SOLAR PV SYSTEM	3	172,489	TOTAL:	111	5,481,971

INSPECTIONS	NUMBER OF INSPECTIONS PER ZONE				TOTAL
TYPE:	1	2	3	4	
NEW CONSTRUCTION:					
RESIDENTIAL	9	4	6		19
COMMERCIAL		8	1	3	12
ADDITIONS:					
RESIDENTIAL	4	3		1	8
COMMERCIAL		2	1		3
ALTER/REPAIR:					
RESIDENTIAL	6	2	10	1	19
COMMERCIAL / TENANT BO		1	8	8	17
ABOVE GROUND POOLS				1	1
INGROUND POOLS	2				2
DECKS	1	3	4	1	9
ELECTRICAL SERVICE					3
FENCES	3				3
GARAGE/BARN/POLE BARN	4	4	1		9
GENERATORS			1		1
MISC.	4	4	2	12	22
PROPERTY MAINTANICE	10	15	4	40	69
SHEDS	1	1	2	1	5
SIGNS					
SOLAR PV SYSTEM				3	3
FIRE INSPECTIONS	1	6	4	23	34
CLOSEOUT INSPECTIONS					
TOTAL INSPECTIONS:	45	53	44	94	236

Meetings Attended	Town Board	Planning Board	Z B A	Court
Tom Minor	2	2		2
Jake Klahn				1
Paul Tatko				1
Natalie Nawrocki			1	

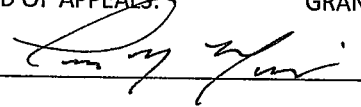
ZONING BOARD OF APPEALS:

GRANTED: 3

DENIED: 1

Tabled: 2

REMARKS:

SIGNATURE: 

DATE: 9/11/2026