



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

May 29, 2026

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

**RE: Release of Escrow – Installing split rail fencing
Quaker Lake Terrace Subdivision (18-Lot Subdivision); PIP #2024-04**

Dear Board Members:

On December 18, 2025, the Town Board accepted dedication of the public improvements constructed in the above referenced subdivision with the stipulation that funds paid by the developer be held in escrow until the installation split rail fencing at the Type E property Boundary Monuments were completed:

The developer has since completed the split rail installations. The work was inspected by the Engineering Department and found to be in compliance with Town specifications.

I, therefore, recommend that you authorize the Town Clerk to release the \$10,000 held in escrow under PIP #2024-04 Quaker Lake Terrace Subdivision for completing split rail fencing installations to PAL Enterprises, LLC, 3375 North Benzing Road, Orchard Park, New York 14127.

Respectfully submitted,

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

Cc: William Evan, Town Clerk
Chris Kuhnle, OP Parks and Grounds
File #2019.016

Town of Orchard Park
Recreation Department
4520 California Rd
Orchard Park NY 14127
welchk@orchardparkny.gov

RESOLVED, that the Town Board is hereby authorized to approve the following residents' appointments to the 2026 Seasonal part-time staff for the Orchard Park Recreation Department effective June 3, 2026 as recommended by the Recreation Director:

Oskar Doerfli	\$16.75 Program Coordinator 1
Aubrey Hunter	\$16.75 Program Coordinator 1
Audrey Lopez	\$17.25 Lifeguard 1 st year

Resolution to hire Cheryl Thompson as seasonal kitchen help at the Senior Center

WHEREAS, the Town of Orchard Park requires temporary kitchen assistance to maintain operations, ensure coverage during permanent staffing transitions, and support peak seasonal demands; and

WHEREAS, management has identified and vetted qualified candidates who possess the necessary experience and skills to fulfill these temporary roles; and

WHEREAS, Cheryl Thompson's extensive volunteer background and demonstrated team-player attitude will provide critical operational support during this transitional hiring period.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby approve the appointment of Cheryl Thompson as a Seasonal Kitchen Assistant at a pay rate of \$21.00 per hour with a work week of 6 hours per week effective May 27, 2026 as recommended by the Senior Center Director.

Resolution to hire Parma Caldwell as seasonal kitchen help at the Senior Center

WHEREAS, the Town of Orchard Park requires temporary kitchen assistance to maintain operations, ensure coverage during permanent staffing transitions, and support peak seasonal demands; and

WHEREAS, management has identified and vetted qualified candidates who possess the necessary experience and skills to fulfill these temporary roles; and

WHEREAS, Parma Caldwell brings 30 years of valuable kitchen experience and has successfully served the organization in the past as a seasonal employee, providing reliable coverage during regular staff vacations.

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby approve the appointment of Parma Caldwell as a Seasonal Kitchen Assistant at a pay rate of \$21.00 per hour with a work week of 15 – 20 hours per week effective May 27, 2026 as recommended by the Senior Center Director.

PLANNING DEPARTMENT APPOINTMENT

WHEREAS, the Planning Department is in need of assistance to update our electronic record keeping;
and

WHEREAS, Amanda Faust has the requisite computer skills; and

WHEREAS, there is money set aside in the 2026 Budget for this.

NOW, THEREFORE be it

RESOLVED, that the Town Board does hereby appoint Amanda Faust at the rate of \$17 an hour as a
“Part Time Clerk” on a seasonal, part time basis, effective June 8, 2026 as recommended by the Director
of Community Development.

Appointment of Gregory Bennett as Liaison to New York State Insurance Fund (NYSIF)

WHEREAS, employee safety is a top priority for the Orchard Park Governing Board as well as for the NYSIF, and

WHEREAS, the state insurance fund has records of the Employee Claim Forms C-3 (EC-3) for the reported work injuries sustained by the employees of the Town of Orchard Park, and

WHEREAS, a brief quarterly report submitted to the Governing Board by the NYSIF Liaison summarizing the currently active EC-3 reports for the employees who remain off work by their department, the nature of the work injury, the duration of time off work duty, and potential for injury prevention would keep the Governing Board informed of the risks of the employees work environment and potential for mitigation of the risks and associated expenses, and

WHEREAS, the NYSIF has potential for the Town to access recognized risk reduction methods specific to the Town's risk profile such as personal protective equipment including puncture resistant work gloves or better utilization of equipment safety features, and best practices for the relevant work procedures, and

WHEREAS, use of the NYSIF or other resources could improve the quality and safety of the Town's work environment based upon the documented risk occurrences over time including trends in injury severity and frequency.

NOW, THEREFORE be it

RESOLVED, that Gregory Bennett will be appointed to the status of temporary Liaison to the NYSIF with the duty to request the employee EC-3 forms for all currently active claims with the employee names redacted by the NYSIF, and with that information report all of the currently active claims to the Governing Board and Employee Safety Committee, and be it further

RESOLVED, Gregory Bennett will report to the Governing Board on the potential resources for injury prevention to be considered by the Governing Board and Employee Safety Committee to consider these initiatives to improve employee safety and reduce the cost of claims with potential for budgetary savings for the Town.



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

May 28, 2026

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

**Re: 2026 Seasonal Help F/T
Engineering Department**

Dear Board Members:

With the current workload of the Engineering Department, I am recommending supplementing our staff with full-time seasonal help. As in the past our department hires high school graduates or college students who are planning on continuing their education in the field of engineering to assist our staff with surveying, engineering evaluations/calculations and engineering drafting.

Gavin Forant is a bright young individual who is dedicated and eager to learn. He recently completed a non-paid internship through his school with the Engineering Department and was able to catch on quickly and was very helpful. He has received excellent recommendations, and I feel he will be an asset to the Engineering Department.

Funds have been allocated in the 2026 budget for seasonal help in the Engineering Department.

I, therefore, recommend that you approve Gavin Forant, _____ for a full-time seasonal position in the Engineering Department for a maximum of 13 weeks beginning June 15, 2026, at a wage rate of \$17.00 per hour.

Respectfully submitted,

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

cc: William Even, Town Clerk
Jennifer Comisso, Payroll
Gavin Forant
File: Personnel



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

May 28, 2026

Honorable Town Board
Town of Orchard Park
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Orchard Park, New York 14127

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Engineering Department**

Dear Board Members:

With the current workload of the Engineering Department, I am recommending supplementing our staff with full-time seasonal help. As in the past our department hires high school graduates or college students who are planning on continuing their education in the field of engineering to assist our staff with surveying, engineering evaluations/calculations and engineering drafting.

Nolan Hochworter is a bright young individual who is dedicated and eager to learn. He has received excellent recommendations, and I feel he will be an asset to the Engineering Department.

Funds have been allocated in the 2026 budget for seasonal help in the Engineering Department.

I, therefore, recommend that you approve Nolan Hochworter, to a full-time seasonal position in the Engineering Department for a maximum of thirteen weeks beginning June 15, 2026, at a wage rate of \$17.00 per hour.

Respectfully submitted,

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

cc: William Even, Town Clerk
Jennifer Comisso, Payroll
Nolan Hochworter
File: Personnel



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

May 1, 2026

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

*Re: Maple Grove Apartments – California Road
Private Utility Improvement Permit PIUP #2026-01 and
Public Improvement Permit PIP #2026-01*

Dear Board Members:

We have received, from Maple Grove Holdings LLC; 4747 Camp Road; Hamburg, New York 14075, an application for a Public Improvement Permit and an application for a Private Utility Improvement Permit to construct the Maple Grove Apartment complex off California Road.

The project consists of a private watermain and private sanitary sewer main with the public sanitary sewer manhole installation or the connection along California Road to serve an apartment complex.

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

I, therefore, recommend approval of Public Improvement Permit PIP #2026-01 Maple Grove Apartments' Manhole and the Private Utility Improvement Permit PIUP #2026-01 for the Maple Grove Apartment sanitary sewer and watermain extensions off California Road.

Respectfully submitted,

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

Cc: William Evan, Town Clerk Timothy Gallagher, Town Attorney File #2023.027
Nancy Kenlon, Town Assessor Andy Slotman, Highway Superintendent

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



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

May 26, 2026

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

**Re: Memorandum of Agreement for the
Western New York Stormwater Coalition**

Dear Board Members:

I have attached the Memorandum of Agreement (MOA) for continuing our membership with the Western New York Stormwater Coalition. The Town has been an active participant in the Coalition for over twenty years and has benefited from working with the Coalition and its accomplishments. The Town signed the original Memorandum of Agreement on December 21, 2005, October 20, 2010, November 4, 2015, and October 20, 2020.

The Coalition has assisted the Town with the six management controls:

- 1.) Public Education and Outreach; Stormwater brochures and pamphlets, posters, displays for public meetings, banners, web pages, web banners, billboards, training, and school programs.
- 2.) Public Involvement/Participation; cleanup events, community meetings, & stakeholder meetings.
- 3.) Illicit Discharge Detection and Elimination; mapping of Town outfalls, training, provided template for local ordinance, secured grant money for training, testing equipment and mapping projects, & set up inspection guidelines.
- 4.) Construction Site Stormwater Runoff Control; provided templates for local ordinance, stormwater pollution prevention plans, and review of stormwater plans, training of Town staff, local developers and contractors.
- 5.) Post Construction Management; provided templates for inspection of post construction stormwater practices, & training.
- 6.) Stormwater Management for Municipal Operations; assist the Town in listing municipal operations/facilities that contribute to MS4 stormwater systems, training Municipal staff on stormwater maintenance practices, perform assessment of Town stormwater facilities, & provided template for inspection of Town facilities.

In addition to the six minimum controls listed, the Coalition has been able to secure grants through the NYSDEC on behalf of the 41 members that make up the Coalition.

As you know, the Town must continue to fully implement the Stormwater Phase II six management practices that are required by the New York State Department of Environment and Conservation (NYSDEC), and the U.S. Environmental Protection Agency. The Engineering Department has been working on the six management controls that are part of the Stormwater Phase II requirements with the Coalition.



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

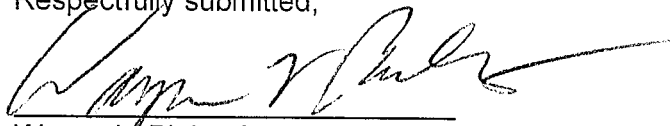
Honorable Town Board
May 26, 2026
Page 2

The MOA (attached) is the document that will continue work with the Coalition and establishes the rights and responsibilities of members, including final cost obligations. The By-Laws attached are the rules that will govern the conduct of the Coalition proceedings and other administrative matters. Key provisions of the MOA and By-Law section include Meeting By-Laws (Section 3.1, 3.2, 3.3) for the annual meeting and regular monthly meetings, Adoption of By-Laws (By-Law section 7.1, 3.8.4), Voting Procedures (MOA Sections 3.B, 3.C; By-Laws Section 3.8), Representation (MOA Section 3.A; By-Laws Section 2.1), and Financial Obligation of Members and Fiscal Policies of the Coalition (Sections 5.A, 5.B Appendix A; By-Law Section 4.5C, 6.1, 6.2).

As a member of the Coalition, the Town has benefited greatly, and the continued participation within the Coalition will only aid the Town in achieving many of the required, or future mandated stormwater management practices required by NYSDEC & EPA. The proposed participation fee is \$2,000 per Municipal Separate Storm Sewer System (MS4's) per year.

I, therefore, recommend that you authorize the Supervisor to sign the Memorandum of Agreement for the Western New York Stormwater Coalition and authorize the Town to pay the annual membership participation fee of \$2,000 per year until December 31, 2030.

Respectfully submitted,


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

Attachments

Cc: Town Clerk
Town Attorney
Building Inspector
Highway Supt.
File #2004.014

**MEMORANDUM OF AGREEMENT
WESTERN NEW YORK STORMWATER COALITION**

This MEMORANDUM OF AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems ("MS4s"), as follows: Town of Alden, Village of Alden, Town of Amherst, Village of Angola, Town of Aurora, Village of Blasdell, Town of Boston, Buffalo Sewer Authority, Town of Cambria, Town of Cheektowaga, Town of Clarence, Village of Depew, Village of East Aurora, Town of Eden, Town of Elma, Town of Evans, Town of Grand Island, Town of Hamburg, Village of Hamburg, Village of Kenmore, City of Lackawanna, Town of Lancaster, Village of Lancaster, Town of Lewiston, Village of Lewiston, Town of Lockport, Town of Niagara, Niagara Falls Water Board, City of North Tonawanda, Town of Orchard Park, Village of Orchard Park, Town of Pendleton, Town of Porter, Village of Sloan, City of Tonawanda, Town of Tonawanda, Town of West Seneca, Town of Wheatfield, Village of Williamsville, Village of Youngstown, County of Erie, County of Erie - Sewer District #6, County of Niagara, State University of New York at Buffalo, Niagara Frontier Transportation Authority, hereinafter referred to as "Coalition Members," hereby creates the Western New York Stormwater Coalition, as of December 31, 2025.

WHEREAS, the U.S. Environmental Protection Agency's Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain/maintain permit coverage under the New York State Department of Environmental Conservation's SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State's Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in February of 2001 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. TERM.

The term of this agreement shall be for five years and shall commence on January 1, 2026, and terminate on December 31, 2030, unless extended or renewed.

2. PURPOSE.

To authorize the work of the Western New York Stormwater Coalition whose purpose it is to work collectively to:

- A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations and the permit conditions of GP-0-24-001 (and subsequent renewals for the term of this Agreement) issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,
- B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,
- C. Research and implement strategies for compliance with the Phase II Stormwater regulations and GP-0-24-001 (and subsequent renewals for the term of this Agreement); and,

3. MEMBERSHIP.

- A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.
- B. Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may

have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairperson, Vice Chairperson, Treasurer, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

F. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement and further conditioned upon payment of the full annual membership fee for that calendar year.

G. This Memorandum of Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.3 above.

- B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition Member.
- C. The Coalition Executive Board will review the annual membership fee and projected expenses for the Coalition each year. Should the Coalition determine an increase is necessary, the Coalition membership will receive notice 6 months in advance of the increase taking effect.
- D. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the "Western New York Stormwater Coalition." Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition.
- E. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.
- F. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.
- G. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

- A. Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance

oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition. See Appendix B for services provided by ECDEP and full contact information for the person responsible.

- B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.
- C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

- A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.
- B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.
- C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

WESTERN NEW YORK STORMWATER COALITION

BY-LAWS

ARTICLE I

ESTABLISHMENT AND PURPOSES

Section 1.1 Establishment.

The Western New York Stormwater Coalition (the "Coalition") was created by a Memorandum of Agreement dated December 31, 2005, and renewed December 31, 2025, referred to as the ("Agreement").

Section 1.2 Purpose.

The Coalition shall coordinate and cooperate in efforts to meet the requirements of the Phase II Stormwater regulations (40 C.F.R. Sections 9, 122, 123 and 124 (1999), as amended) and the New York State Department of Environmental Conservation ("NYS DEC") SPDES General Permit for Stormwater Discharges from MS4s (GP-0-24-001 and subsequent renewals for the term of this Agreement) by those signatories to the Agreement ("Coalition Member(s)").

ARTICLE II

GOVERNANCE OF THE COALITION

Section 2.1 Representation.

The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition. Unless otherwise indicated by the context, as used in these By-Laws the term "representative" or "representatives" shall include representatives or alternates.

Section 2.2 Duties.

Coalition Members shall carry out the purposes of the Coalition described in the Agreement and any activities deemed necessary to carry out the purposes as may arise from time to time.

Section 2.3 Compensation.

A representative to the Coalition shall not receive compensation from the Coalition but may be reimbursed for reasonable expenses incurred in connection with the performance of his or her duties, upon approval of reimbursement by the Coalition.

ARTICLE III

MEETINGS

Section 3.1 Annual Meetings.

Annual meetings of the Coalition shall be held during the months of January or February on such date and at such time and place as shall be specified by the Coalition, or if no date is agreed to by the Coalition, at such other date, time and place within those months as the Chair may determine.

Section 3.2 Regular Meetings.

Regular meetings of the Coalition may be held each month on such date, and at such place and time as the Coalition shall determine. The Coalition shall adopt a schedule of regular meetings for the calendar year at the annual meeting, by motion of the Chair, and may amend such schedules during the course of the year.

Section 3.3 Special Meetings.

Special meetings of the Coalition may be held at the call of the Chair or upon written request of five members of the Coalition to the Secretary.

Section 3.4 Roberts Rules of Order.

The proceedings of meetings at the Coalition shall be governed by Roberts Rules of Order.

Section 3.5 Order of Business.

A. The usual order of business for Coalition meetings shall be as follows:

1. Roll Call (pass sign-in sheet)
2. Call to Order
3. Approval of Minutes
4. Treasurer's Report
5. Correspondence/Report of Secretary
6. Report of Chair
7. Report of Committees
8. New Business
9. Unfinished Business
10. Payment of Vouchers
11. Comments from Public
12. Adjournment

B. The above order may be amended on motion of any voting representative or the, Chair, subject to objection by any voting representative of the Chair. If objection be raised, suspension of the above order of business shall be determined by vote of the majority of the representatives present without regard to the provisions of Section 3.8.

Section 3.6. Open Meetings.

All meetings of the Coalition shall be open to the public, except as permitted to be closed by the New York Public Officers Law.

Section 3.7 Notice of Meetings.

The Secretary shall cause to be delivered by e-mail or sent by regular mail, to each participating Coalition Member, written notice of monthly meetings on an annual basis, and if special meetings are called, notice of such meetings shall be e-mailed or mailed to the Coalition Members at the addresses provided by the Members' representatives, no less than seven (7) days prior to the date of the meeting.

Section 3.8 Voting.

Each member of the Coalition shall have one (1) vote at all meetings. Designated representatives attending on behalf of one or more Coalition member municipalities may have one (1) vote per client subject to and in conformance with their respective agreements with the Coalition member municipality they are representing.

In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of those in attendance shall be required.
2. For actions requiring a supermajority, voting may be permitted by proxy, email, video or teleconferencing.
3. A supermajority of 75% of the Coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, and establishment of an annual fee.
4. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

Section 3.9 Additional Alternates.

The governing body of any participating Coalition Member may authorize the town supervisor or village or city mayor, as the case may be, to designate an alternate other than one previously designated, to represent the participating Coalition Member at any Coalition meeting or meetings in such kinds of contingency situations as the governing body may deem appropriate, and subject to such voting limitations, if any, as it may specify. Such alternate may be a representative or alternate for another participating Coalition Member. The designation of such alternate shall be communicated in writing or by facsimile transmission to the Secretary of the Coalition prior to the transaction of business by the Coalition at any meeting or meetings to be attended by the alternate.

ARTICLE IV

OFFICERS

Section 4.1 Officers.

The officers of the Coalition shall be a Chair, Vice Chair, Secretary and Treasurer.

Section 4.2 Qualification for Office.

An officer shall be an official or employee of his or her respective Coalition Member. Only one officer can be elected from any one Coalition Member.

Section 4.3 Elections.

All officers shall be elected by the Coalition at the annual meeting.

Section 4.4 Term.

Each officer shall serve a term of one year or until the next annual meeting of the Coalition and the election and qualification of their successors. Officers may serve consecutive terms.

Section 4.5 Duties of Officers.

- A. Chair. The Chair shall preside at all meetings of the Coalition, convene special meetings of the Coalition in accordance with these By-Laws; appoint the members, and the chair of each Coalition Committee; represent the Coalition in its relations with elected officials and other official bodies, groups and organizations; and carry out any additional duties as may be assigned by the Coalition.
- B. Vice Chair. The Vice-Chair shall, in the event of absence or disability of the Chair, perform the duties and exercise the responsibilities of the Chair; assist the Chair in disseminating information to the public concerning activities and proceedings of the Coalition; sign checks in the event of the absence or disability of the Treasurer; and carry out any additional duties as may be assigned by the Chair or the Coalition.
- C. Secretary. The Secretary shall attend all meetings of the Coalition and distribute a summary report of each Coalition meeting; give and serve all notices as required by these By-Laws; assist the Chair in attending to all official correspondence of the Coalition, keep a written record of attendance; maintain the records of the Coalition and serve as the Coalition's records management officer; distribute approved minutes to the clerk of each participating Coalition Member; and carry out any additional duties as may be assigned by the Chair or the Coalition.
- D. Treasurer: In conjunction with the chief fiscal officer of the Coalition Member designated to hold the "Western New York Stormwater Coalition" account, the Treasurer shall have care and custody of the funds of the Coalition; process all payments; keep full and accurate books

and records of all financial matters; invoice Coalition Members for the annual fee, and carry out such other duties as may be assigned by the Chair of the Coalition.

Section 4.6. Vacancies.

In the event of a vacancy in the office of the Chair, the Vice-Chair shall automatically become the successor and serve the balance of the term. Vacancies occurring in the offices of Vice Chair, Secretary or Treasurer shall be filled for the balance of the term by the Coalition at the next meeting of the Coalition.

ARTICLE V

COMMITTEES

Section 5.1 Executive Committee.

The Stormwater Coalition Executive Committee shall consist of seven Coalition Members including the Chair, Vice Chair, Secretary and Treasurer, one Village member, one Town member, and one agency or special district member. Members of the Executive Committee shall be elected at a regularly scheduled Stormwater Coalition meeting or the Annual Meeting. Members of the Executive Committee shall serve one year terms.

The Executive Committee shall meet a minimum of two times per year at a date and time established by the Chair. The meetings shall be open for attendance by any interested Stormwater Coalition Member. The Executive Committee shall act on behalf of the Coalition between scheduled meetings based upon decisions by the full Coalition; act on tasks delegated by the full Coalition; make recommendations to the full Coalition regarding the work plan, projects, fees and disbursement of funds toward the purposes of the Coalition. Recommendations of the Executive Committee shall be based upon a majority of those members present at the meeting.

Section 5.2. Ad Hoc Committees.

The Chair shall establish such ad hoc committees or subcommittees as the Coalition deems necessary to promote the purpose and carry on the work of the Coalition.

Section 5.3 Appointment of Committee Members.

The members of each committee or subcommittee and the chair thereof shall be designated by the Chair.

Section 5.4 Ex Officio Membership.

The Chair shall be an ex officio non-voting member of all committees or subcommittees created pursuant to these By-Laws.

ARTICLE VI

Section 6.1 Audit.

The payment of all bills and claims shall be subject to prior approval by the Coalition. Audits may be conducted as determined by the Coalition at the Annual Meeting.

Section 6.2 Administrative Services.

Staff from the Erie County Department of Environment and Planning (ECDEP) may act as contractors for providing administrative services to the Western New York Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-24-001 (and subsequent renewals for the term of this Agreement). Additional services provided by ECDEP may include, but are not limited to, public education and outreach, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. ECDEP staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to ECDEP for any services outside of the workplan approved by the Coalition.

ARTICLE VII

ADOPTION AND AMENDMENT

Section 7.1 Adoption of By-Laws.

These By-Laws shall be adopted by affirmative vote as provided by Section 3.8 of these By-Laws, and may be amended in the same manner.

Section 7.2 Adoption of Amendments.

The wording of any proposed amendment to these By-Laws shall be included in the notice of the regular or special meeting at which the amendment is to be considered. Any proposed amendment shall be tabled at the meeting at which it is introduced, and may not be voted upon sooner than the next regular meeting.

APPENDIX A
TO
MEMORANDUM OF AGREEMENT

WESTERN NEW YORK STORMWATER COALITION

The Fee Schedule commencing January 1, 2026 and ending on December 31, 2030 shall be \$2,000 per Coalition Member. The Fee Schedule commencing January 1, 2026 and ending on December 31, 2030 shall be \$2,000 per Coalition Member, except for the City of Lackawanna and Erie County Sewer District No. 6 where each is responsible for 50%.

Appendix B: Erie County DEP Workplan

Contact:

Mary Rossi, Chief Environmental Compliance Specialist
Erie County DEP
95 Franklin Street
Buffalo, NY 14202
(716) 858-7583
mary.rossi@erie.gov

WNY Stormwater Coalition

Coordinate monthly meetings: logistics
Liaison to NYSDEC on regulatory matters
Assist with preparation for USEPA and NYSDEC compliance audits
Grant writing, administration and management
Coordinate WNY Stormwater Conference (biennial)
Update SWMP Plan each Permit cycle

SPDES Permit Compliance

Mapping

GIS/online mapping: MS4 Permit compliant mapping (dictated by grant funding), updates and maintenance; housed by Erie County Office of GIS

Public Education

Participate in public education and outreach events (general household/residential/business/other)
Develop public education materials and instructional resources
Facilitate and track community involvement in clean up events, HHW collections, rain barrel/composter sales, rain barrel painting contest, storm drain marking, community events

Public Involvement & Participation

Assist MS4s with Interim/Annual Reporting and SWMP Plan

Illicit Discharge Detection & Elimination

Employee training: monitoring locations (outfall) inspection and sampling procedures, and illicit discharge trackdown/elimination procedures
Assist with outfall inspections upon request
Assist MS4s with outfall sampling, IDDE upon request

Construction Site Runoff Control

Employee training: SWPPP compliance inspections upon request
Coordinate NYS 4 Hour Erosion and Sediment Control trainings for employees involved in construction activity, SWPPP review, and construction site inspections (Host training 1x/3 year cycle)

Post-Construction Runoff Control

Employee training: municipal post-construction stormwater management practice inspection and maintenance

Pollution Prevention/Good Housekeeping for Municipal Operations

Employee training: municipal facility procedures and operations training
Assist with developing High Priority facility SWPPPs

Part VIII: Enhanced Requirements for Impaired Waters

Assist with mapping requirements, identification of monitoring locations, educational messages

Municipality:

Signature:

Name: _____

Title: _____

Date: _____



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

May 28, 2026

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

**Re: Passero Associates Consultant Agreement
Abbott Road Traffic Engineering Services
Speed Study**

Dear Board Members:

Consultant assistance services for the Abbott Road Traffic Speed Study were requested to possibly reduce the linear speed limit of Abbott Road between Lake Ave. and US-20A.

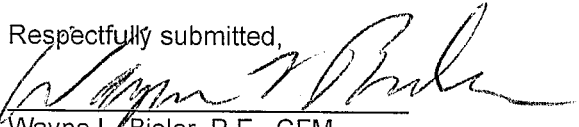
Passero Associates, Transportation and Traffic Engineering Division Specializes in all avenues of traffic engineering. They are qualified to provide a speed limit study of Abbott Road using the Manual on Uniform Traffic Control Devices, NYS Supplement and New York State Department of Transportation requirements to properly analyses, traffic volume data, speed data, and crash data. Once complete they will summarize the study procedure, finding and make recommendations for your review and approval.

There is funding available that would require a budget transfer to Capital Account AB031, Abbott Road Speed Study from the General Fund.

I, therefore, recommend the following resolutions;

- 1.) Authorize the Supervisor to sign the agreement with Passero Engineering Architecture, 242 West Main Street, Suite 100, Rochester, New York, 14614, to provide professional services for the Abbott Road Traffic Study, for an amount not to exceed \$5,900.00.
- 2.) Approve the creation of Capital Account AB031, Abbott Road Speed Study.

Respectfully submitted,


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

Attachment

Cc: William Even, Town Clerk
Nichole Ruf, Drescher & Malecki, LLP
File: Erie County Correspondent

Andrew Slotman, Highway Superintendent
Timothy Gallagher, Town Attorney

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

May 27, 2026

Attn: Wayne Bieler | Town Engineer
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127

Re: Abbott Rd – Town of Orchard Park, NY
Speed Study Proposal
Project No: 20265185.P001

Dear Mr. Bieler:

We are pleased to provide the following proposal for traffic engineering services related to a speed limit study along Abbott Road between Lake Ave and US-20A. The work scope outlined herein is based upon our recent conversation about the project; a desire to reduce the linear speed limit; speed studies per the *Manual on Uniform Traffic Control Devices (MUTCD)* and *NYS Supplement*; New York State Department of Transportation (NYSDOT) requirements; and our experience and familiarity with similar studies. A technical letter will be prepared for general review and approval purposes. The following outlines the proposed work scope.

SCOPE OF SERVICES: DATA COLLECTION

- Task 1. Project coordination with the Town of Orchard Park to verify the proposed project and assumptions.
- Task 2. Review available traffic studies for the area (e.g. study for the new Buffalo Bills Stadium).
- Task 3. Perform field and aerial review of the existing transportation system adjacent to the project site and study intersections.
- Task 4. Conduct 48-hour directional traffic volume counts and speed surveys using radar technology along Abbott Rd in the segments listed below.
 - a. Abbott Rd from Lake Ave to Milestrip Rd (NY-179)
 - b. Abbott Rd from Milestrip Rd (NY-179) to Southwestern Blvd (US-20)
 - c. Abbott Rd from Southwestern Blvd (US-20) to Big Tree Rd (US-20A)

SCOPE OF SERVICES: ANALYSIS

- Task 5. Prepare existing lane geometry and average daily traffic volume diagram for the study area that illustrates traffic data derived from the most recent information available.
- Task 6. Perform speed limit setting study using a combination of the Federal Highway Administration's (FHWA) USLIMITS2 web-based tool, NCHRP Research Report 966, the MUTCD, and NYSDOT standards.
- Task 7. Any planned changes in intersection or roadway geometries will be included in the background traffic conditions analysis.
- Task 8. Provide analysis and recommendations for lowering speed limits in each segment of Abbott Rd.

SCOPE OF SERVICES: DELIVERABLES

- Summary of study procedures, results, and recommendations will be presented in a written Draft Traffic Impact Report (TIR) submitted to the Town of Orchard Park. Minor revisions, if any, will be made, and electronic copies of the Final Technical Letter will be submitted to the Client and/or Site Engineer.
- It is understood that the Final Report will be submitted to the appropriate reviewing agencies by the Town of Orchard Park. If requested, Passero can assume this responsibility. Any review fees that may be required by agencies will be paid by the Client and/or Applicant.
- Teleconferencing and coordination with Client and/or Site Engineer.
- Responses to minor comments from reviewing agencies (up to 2 hours).

PROJECT ASSUMPTIONS:

- The basis of the speed study is the geographic area submitted to Passero at the time of study authorization. Any changes in geographic or temporal coverage are the basis for renegotiation.
- Attendance at meetings is not included in the proposal. Meetings, if required, will be billed as needed on an hourly basis according to our current billing rates upon Client approval.
- This fee does not include the estimation and/or design of any elements that we may recommend as mitigation improvements.
- This proposal is valid for 60 days.

SCHEDULE:

We anticipate this scope to take **approximately 45 days** from data collection.

PROFESSIONAL SERVICES FEE SUMMARY:

Passero Associates will provide the outlined professional services for a **Lump Sum Fee of \$5,900.**

Billing will be made upon submission of the Draft Report to the client. Invoices will be emailed to the recipient of this proposal. If invoices should be sent to someone else, please indicate the correct billing information before returning the signed agreements.

Abbott Rd, Town of Orchard Park, NY

Proposal for Speed Study

Project No: 20265185.P001

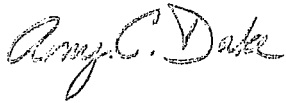
May 27, 2026

CONTRACT AUTHORIZATION:

Once you have reviewed and agree with these terms, kindly sign the attached **Professional Services Agreement** pages and return one complete copy to me via DocuSign or email.

Please contact me directly at (585) 314-5078 or via email at adake@passero.com if you have any questions or require additional information. We appreciate your consideration and look forward to the opportunity to work together.

Sincerely,



Amy C. Dake, P.E., PTOE

Senior Managing Traffic Engineer

adake@passero.com • 585-314-5078

PASSERO

Passero Associates
Professional Services Agreement - Terms and Conditions (Updated March 11, 2025)

Access to Site

Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Consultant's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 30 days. In addition, if payment is not received within 60 days, the Consultant has the right to stop work, and the Client shall indemnify and hold harmless the Consultant against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Consultant has reason to believe that such a condition may exist, the Consultant shall request authorization from the Client to investigate such a condition. Client shall pay for all costs associated with the investigation of such hidden condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing condition nor any resulting damages to persons or property. The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification

The Consultant and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the Client agrees, to the fullest extent permitted by law, to limit the Consultant's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of \$50,000, the amount of the Consultant's fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

Consequential Damages

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Consultant, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by this Client for any other purpose without the written consent of the Consultant. Client agrees to indemnify and hold harmless Consultant from any claims that arise due to the reuse, misuse or alterations of the work documents.

Dispute Resolution

Any claim or dispute between the Client and the Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the state and county associated with the principal place of business of the Consultant.

Initials: _____ By Passero

_____ By Client

Passero Associates
Professional Services Agreement - Acknowledgement & Authorization

Authorized Customer Signature _____

Print Name _____

A/P Contact Name _____

A/P Contact Email _____

A/P Contact Phone _____

PO / Job # _____

Date _____

Wayne Bieler

From: Amy Dake <adake@passero.com>
Sent: Wednesday, May 27, 2026 12:43 PM
To: bielerw@orchardparkny.org
Cc: Nicholas Merrifield
Subject: [EXTERNAL] Abbott Rd Speed Study
Attachments: Abbott Rd Speed Study - Proposal (2026-05-27).pdf

Hi Wayne,

Thanks for reaching out regarding this project, it was great speaking with you.

Please see attached proposal for a speed study along Abbott Rd between Lake Ave and US-20A. Let me know if you have any questions.

Sincerely,

Amy C. Dake, P.E., PTOE
Senior Managing Traffic Engineer
585-314-5078

PASSERO ASSOCIATES
Service. Solutions. Results.

PASSERO

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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

May 29, 2026

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

**Re: Application for Floodplain Development Permit FDP# 2026-01
Stream Bank Stabilization at 5349 Dennis Road**

Dear Board Members:

We have received from James Mosner, an application for a Floodplain Development Permit to install stream bank stabilization for his home at 5349 Dennis Road; Orchard Park, New York 14127.

I have reviewed the application and have found it to be acceptable. This stream bank stabilization work will be done in conjunction with the Dennis Road Culvert Replacement Project that is scheduled to start in June 2026.

I, therefore, recommend that you approve Floodplain Development Permit FDP# 2026-01 for stream bank stabilization work for James Mosner at 5349 Dennis Road; Orchard Park, New York 14127.

Respectfully submitted,

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

Attachments

Cc: William Evan, Town Clerk
Timothy Gallagher, Town Attorney
Thomas Minor, Building Inspector

File #2022.023

S:\Town Projects\Dennis Road Culvert 2022.023\Letter TB for Floodpalin Development Permit 5349 Dennis Road.doc

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



TOWN OF ORCHARD PARK

OFFICIAL USE ONLY

Permit No: FDPH 2026-01

Date: _____

Permit Fee Paid: _____

Issued By: _____

FLOODPLAIN DEVELOPMENT APPLICATION

1. Project (Description, Location and Acreage) Stream Bank Stabilization
at 5349 Dennis Road
2. Owner (Name and Address) JAMES MOSNEI
5349 DENNIS ROAD, NEW YORK 14127 Phone No: 716 662-9045
3. Contractor (Name and Address) LEGEND EXCAVATION LLC
6010 BACON ROAD, CASSADAGA, NEW YORK 14116 Phone No: 716 499-5145
4. Permit Fees: N/A
\$150 plus (\$75 per acre or fractional part thereof)
\$50 plus (2% of the Construction Cost)
Engineering Department will determine total fees upon submission of design package.
5. Site Improvement Bond:
Surety Corporation Name: N/A
Bond Amount: N/A
(\$2,000 per acre or fractional part thereof)

In consideration of the grant of this permit, the undersigned agrees as follows:

1. Refer to and fill out the attached Floodplain Development Permit Application forms as a part of this permit.
2. Work under this permit shall be started within sixty (60) days from the date of approval thereof. Work under this permit shall be completed within one (1) year from the date of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of Orchard Park.
3. The undersigned guarantees that all persons connected with the actual work under this permit are duly covered by Liability and Workman's Compensation Insurance and the State, County and Town shall be held harmless on account thereof of the undersigned.
4. The undersigned hereby agrees to hold harmless the Town of Orchard Park, its Districts, Subdivisions, or its agents or employees from all liability of any kind arising out of the performance of the proposed construction, activities of Town employees or the public in connection with the proposed construction or construction site.
5. Working hours: 7:00AM to 6:00PM **NO SUNDAY OPERATION**

I have examined the foregoing application and agree to the terms set forth in this application and do hereby certify that the required permit fee as established by the Town Board of Orchard Park, New York has been paid.

Signature of Applicant: James Mosnei

Date: 2/21/26

**PERMIT APPLICATION
FLOODPLAIN DEVELOPMENT APPLICATION**

Project: Stream Bank Stabilization James McSmelley 5349 Dennis Road

DEPARTMENT HEAD APPROVALS

Building Inspector	_____	Date: _____
Highway Superintendent	_____	Date: _____
Town Engineer	_____	Date: _____

TOWN BOARD APPROVAL

In accordance with the above approvals, and in compliance with the regulating ordinance, the Town Clerk is hereby authorized to issue said permit.

Supervisor	_____
Council	_____
Council	_____
Council	_____
Council	_____

Date: _____

APPLICATION FOR BOND RELEASE
FLOODPLAIN DEVELOPMENT APPLICATION

Project: STREAM BANK STABILIZATION - JAMES MCNEIL AND 3401 DEMPSEY RD

The undersigned specify that all work under the subject permit has been completed in accordance with the regulating ordinance.

Signature of Applicant: _____ Date: _____

Building Inspector: _____ Date: _____

Highway Superintendent: _____ Date: _____

Town Engineer: _____ Date: _____



TOWN OF ORCHARD PARK PLANNING DEPARTMENT

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

MEMORANDUM

DATE: May 29, 2026

TO: Bill Even, Town Clerk
Jennifer Brady, Deputy Town Clerk
Tom Minor, Building Inspector

FROM: Anna Worang-Zizzi, Director of Community Development

SUBJECT: Item(s) for TB Agenda June 3, 2026

NEW BUSINESS:

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

- Regarding PB File # 10-26, 3392 North Benzing Road, located on the West side of North Benzing Road, north of Amanda Lane, Zoned B-1. Quaker Crossing LLC is proposing a 10,000 square foot accessory building to store items for the maintenance of Quaker Crossing Plaza. This project was granted a Use Variance by the ZBA at its May 19, 2026 meeting. (SBL# 152.18-1-1).

Establishing Julia Mombrea as the Minority and Women Owned Business Enterprise (MWBE) Grants Liaison

WHEREAS, the Town of Orchard Park recognizes the importance of promoting equal opportunity in access to public funds, contracts, and economic development resources for Minority and Women-Owned Business Enterprises (MWBEs); and

WHEREAS, Minority and Women-Owned Business Enterprises are generally defined as for-profit businesses that are at least 51 percent owned and operated by one or more individuals who are members of a minority group and/or women; and

WHEREAS, many state and federal grant programs require applicants and grantees to document outreach to MWBE firms, track participation levels, and file periodic compliance reports as a condition of funding.

NOW, THEREFORE, BE IT

RESOLVED by the Town Board finds it in the best interest of the Town to designate a single point of contact to coordinate MWBE related activities in connection with grants, including outreach, technical assistance, and compliance monitoring; and be it further

RESOLVED, this resolution shall take effect immediately upon its adoption.