

TC

Town of Orchard Park
Recreation, Parks, and Forestry Department
 200 North Lake Drive
 Orchard Park NY 14127
leake@orchardparkny.org (716) 662-6450 ext.1

7/1/20

To: Town Board
 From: Ed Leak
 Director of Recreation

I respectfully submit the following for appointment to the staff of the Town of Orchard Park Recreation Department summer seasonal for 2020.

RE: Item 1 2020 Summer Seasonal Part Time Staff Appointments retro-active 6/24/20 Camp Staff & Lifeguards

Emily Polonkiewicz	\$13.00	PT5-C (Att)
Anna Childs	\$13.00	PT5-C (Att)
Justine Burke	\$13.00	PT5-C (Att)
Katherine Higgins	\$13.00	PT5-C (Att)
Rachael Reimondo	\$16.00	PT7-C (Att)
Emma Kirby	\$13.00	PT5-C (Att)
Michael Bardwel	\$13.00	PT5-C (Att)

Note: The above appointment is dependent upon the applicant providing the required certifications.

*Att=Attendant

*LG= Lifeguard

Recreation Director: Ed Leak

Assistant Recreation Director: Kristin Santillo

Recreation Assistant: Jenni Carter



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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

Phone: (716) 662-6425
Fax: (716) 662-6488
Email: openg@orchardparkny.org

TOWN ENGINEER
WAYNE L. BIELER, P.E.

June 30, 2020

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

**Re: Proposed Change Order #16
Javen General Contract Punch List & Design Changes
Brush Mountain Community Activity Center**

Dear Board Members:

Javen has submitted six (6) requests for payment on items either outstanding or previously completed that they had felt was outside of their contractual scope of work. After meeting with both Javen and Wendel and discussing the items, only two of the requested items warranted work outside of their initial scope.

This work includes additional blocking at the eaves of the sloped shingled roof for \$9,915.48 and additional blocking at the gable end walls for \$6,600.02. The additional blocking was required due to the removal of the standing seam metal roof so the shingles and flashing metal could be properly affixed to the structure and maintain the warranties required.

Meetings were held between Javen, Wendel, and Engineering to discuss this issue early on in the project and the work proceeded to keep the project on schedule. However, no discussions were had with the Town for additional compensation and the request was not submitted until recently. After reviewing the items, and consulting with Wendel, the request for payments on the blocking is justified and pricing is fair.

If approved, this change order totals \$16,515.50 and will increase Javen's total contract to \$12,764,965.37 representing a 0.13% increase. Javen has also agreed to not pursue further compensation for the other 4 requested items.

There is currently funding allocated under capital projects AB004 Brush Mountain Community Activity Center Building for this project work.

I, therefore, recommend that you approve change order #16 to our contract with Javen Construction Co., Inc., 2575 Baird Road, Penfield, NY 14526 for additional blocking work previously completed in an amount of \$16,515.50 for the Brush Mountain Community Activity Center Project.

Respectfully submitted,

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

cc: Town Clerk T. Malecki
Drescher & Malecki Town Attorney
Wendel File #15.007

Memorandum of Agreement

The Town of Orchard Park (hereinafter: the "Town") and the Orchard Park Command Officers Association, Inc. (hereinafter: the "COA") are parties to a Collective Bargaining Agreement (hereinafter; the "CBA") having a term of January 1, 2016 through December 31, 2023.

Whereas, the Town desires to provide COA members who choose to retire between June 30, 2020 and January 31, 2021, as follows:

Now therefore, the Town and COA hereby further agree:

In addition to the longevity payments provided pursuant to Article VII of the above referenced CBA, the Town shall pay COA members, who retire effective June 30, 2020 through January 31, 2021, an additional longevity payment equal to 20% of the member's base pay, not to exceed \$20,000.00.

The Town shall pay said additional longevity payment in equal sums over the final (2) pay periods of the retiring member.

All other terms and conditions of the parties' CBA, shall remain unchanged and in full force and effect.

Dated:

Town

COA

TC

RESOLVED, the Orchard Park Town Board authorizes the Supervisor to enter into an agreement with Bottling Group, LLC (Pepsi Beverages Company), located at 2770 Walden Ave., Cheektowaga, NY 14225 for the placement of vending machines in the Community Activities Center. The agreement is on file in the Town Clerk's Office.

EQUIPMENT PLACEMENT AGREEMENT

1. This Equipment Placement Agreement ("Agreement") is entered into on July 1, 2020 by and between Town of Orchard Park (Community Activity Center) whose address is 4520 California Road, Orchard Park, NY, 14127, (hereinafter called "Customer"), and Bottling Group, LLC, its affiliates and subsidiaries comprising of Pepsi Beverages Company, with an office at 2770 Walden Ave., Cheektowaga, NY 14225, (hereinafter called "Pepsi"). Customer and Pepsi agree as follow:
2. **Equipment.** Pepsi hereby loans to Customer the following described equipment (the "Equipment"):

Type of Equipment	Make	Model	Serial No.	Location
Beverage Vending Machine	Pepsi	Medium HVV		Gym Hallway, Community Activity Center
Beverage Vending Machine	Pepsi	Medium HVV		Senior Café, Room 112, Community Activity Center

3. **Term.** The term of this Agreement shall commence upon the date of execution by both parties set forth below and shall continue until terminated by either party upon 30 days' written notice to the other party, unless otherwise terminated as set forth below in Section 11.
4. **Installation and Service.** Pepsi shall install the Equipment at Customer's above address with no additional cost to Customer, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. The Equipment so installed shall not become a part of any real property but shall remain at all times personal property owned by Pepsi. Customer agrees to keep the Equipment at the location stated on this Agreement and not move it from there without receiving written permission to do so from Pepsi. Customer agrees that Pepsi may take back the Equipment when this Agreement terminates and Customer agrees to use the Equipment properly and keep it in good condition until that time.
5. **Use, Repair, Loss and Damage.** Customer agrees not to remove or cover up the property tag Pepsi has placed on the Equipment. Customer agrees to use its best efforts to keep the Equipment in clean and sanitary condition, wholly free of all advertising and other materials, at all times. Customer agrees to promptly notify Pepsi if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with Pepsi in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, Pepsi agrees to provide free service and repair of the Equipment. Customer agrees to obtain and to keep available for inspection all certificates, permits and similar documents required by law to operate or use the Equipment. Customer also agrees to pay all utility costs related to installation and use of the Equipment. Customer agrees to reimburse Pepsi for any Equipment that is damaged, destroyed or lost due to vandalism, negligence or abuse. Customer shall not obtain any right, title or interest in or to the Equipment by virtue of this Agreement, and the Equipment shall remain the sole property of Pepsi. Customer shall keep the Equipment free from any liens or encumbrances except those caused by Pepsi. Customer shall be liable to Pepsi for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by Pepsi in securing return of the Equipment, including but not limited to hourly charges for Pepsi's employees, shall be Customer's responsibility. Customer agrees to maintain at its expense casualty insurance upon the Equipment naming Pepsi as an additional insured.
6. **Fees and Taxes.** Customer agrees to pay promptly when due all fees, taxes and similar costs, whatsoever, related to the Equipment, in order that Pepsi will not be held responsible for any such payments. Customer agrees that it will reimburse Pepsi for any such payments Customer fails to make, when due, as well as for any costs or expenses Pepsi has to pay due to Customer's failure to pay such amounts.
7. **Inspection.** Pepsi shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting the Equipment.
8. **Non-Removal.** Customer agrees not to remove or cause to be removed the Equipment from the location above designated without the written consent of Pepsi.

9. **Assignment of Customer/Sale of Business.** Customer acknowledges and understands that sale of the business in which the loaned equipment is placed WILL NOT terminate this Agreement. Neither the Equipment nor Customer's rights under this Agreement can be sold, assigned, transferred, or sublet, whether voluntarily or by operation of law, without the express written consent of Pepsi. Pepsi's consent to assignment will not excuse Customer's performance unless expressly set forth in the written consent.
10. **Products.** Customer agrees, as partial consideration for this Agreement that only those beverage products sold by Pepsi to the Customer will be dispensed through the Equipment unless otherwise agreed upon in writing by both parties. As consideration for the loan of the Equipment by Pepsi, the Customer agrees that all Products purchased from Pepsi at the prices established by Pepsi from time to time, shall be paid in full upon delivery to the Customer, unless the Customer has been approved for credit terms by Pepsi's Customer Service Center in accordance with its policies and procedures.
11. **Default.** Customer will be in default under this Agreement if any of the following events shall occur:
 - a. Customer fails to make any payment due hereunder.
 - b. Customer dispenses beverages other than Pepsi's beverage products from the Equipment, without written consent of Pepsi.
 - c. Customer fails to perform its obligations under this Agreement.
 - d. Customer is in default of any other agreement between Customer and Pepsi.

Upon the happening of any such event, Pepsi may terminate this Agreement; provided, however, that Pepsi has given the Customer written notice of the breach and the Customer has failed to remedy or cure the breach within five (5) business days of such notice. Upon termination, Pepsi shall have the right to enter Customer's premises and repossess the Equipment.

12. **NO WARRANTIES BY PEPSI.** PEPSI MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATIONS, TITLE TO, CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER SHALL HOLD PEPSI HARMLESS FROM ANY LIABILITY ARISING FROM CUSTOMER'S BREACH OF THIS AGREEMENT, ANY DEFECTS, LATENT OR PATENT, IN THE EQUIPMENT, CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGE INCLUDING LOSS OR USE OF THE EQUIPMENT OR INTERRUPTON IN CUSTOMER'S BUSINESS OCCASIONED BY THE INABILITY TO USE EQUIPMENT FOR ANY REASON WHATSOEVER.
13. **Representations.** Customer represents and warrants that it has the full right, power and authority to enter into and perform the obligations of this Agreement and that the terms and conditions of this Agreement do not violate, interfere with or infringe upon the rights of any third parties pursuant to a written agreement or otherwise.
14. **SELF FILL.** Customer self-fill machines with products directly purchased from Pepsi and maintaining levels of product in machines. Retail pricing will be set by Customer and money received by machines will be collected by the Customer.

ACCEPTED BY:
BOTTLING GROUP, LLC

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLVED, the Orchard Park Town Board authorizes the Supervisor to enter into an agreement with 716 Fresh, LLC, located at 3700 North Buffalo St., Orchard Park, NY 14127 for vending machines at various locations managed by the Town of Orchard Park. The agreement is for the period August 1, 2020 and expires on July 31, 2022. The agreement is on file in the Town Clerk's Office.



716 Fresh Vending Agreement

This sets forth the agreement (the "**Agreement**") between 716 Fresh, LLC, located at 3700 North Buffalo St, Orchard Park, NY 14127 ("**Company**") and Town of Orchard Park in Orchard Park, NY 14127 ("**Customer**") relating to the vending of food and beverage products in or around the Town of Orchard Park property, managed or operated by the Customer ("**Locations**").

1. **Term.** The term of this Agreement will be for a period of two years (2), commencing on August 1, 2020 and expiring on July 31st, 2022 (the "**Term**"). As used in this Agreement, the capitalized term "**Year**" shall mean each one (1) year period during the Term, commencing on the first day of the Term or an anniversary thereof.

2. **Renewal.** This Agreement shall automatically renew for additional periods of one (1) Year each unless contrary written notice is given by either party at least sixty (60) days prior to expiration of the initial Term or any renewal thereof.

3. **Vending Rights.** During the Term of this Agreement, Customer agrees to permit fruit juices, dairy drinks, carbonated, non- carbonated that are distributed by Company. These ("**Products**") included but not limited to local products and companies in which is not also sold by national vending companies (e.g. Coke, Pepsi).

4. **Placement and Operation of Vending Equipment.** Customer & Company will mutually determine the placement of all Vending Equipment. The Vending Equipment, and all monies and Products located in the Vending Equipment, shall at all times remain the sole property of the Company. 716 Fresh, LLC acknowledges and agrees that 716 Fresh, LLC will comply with Customers policies and procedures in connection with delivery, and stocking of Product and other services provided by the Customer under this Agreement.

5. **Commissions.** In consideration of the rights granted by Customer hereunder and provided that the Customer is in full compliance with its obligations hereunder, Company agrees to pay to Customer a commission of 15% on food and beverage items as a percentage of the actual cash ("cash in bag" or "CIB") collected by Company from the Vending Machines placed at the Locations, less any applicable fees, deposits and taxes ("**Commissions**"). Commissions shall be remitted by the Company to the Customer within 30 days following the last day of the previous month. The Company shall make all pertinent revenue and sales records respecting the Vending Equipment available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within 90 days such Commission payment is due.

6. **Vend Price.** Company will maintain the vend price for the first year of the Term; thereafter, Company shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending prices for similar accounts operating in the relative geography.

7. **Maintenance and Repair.** Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machines. Company shall use its commercially reasonable efforts to keep the Vending Machines in good working



order and condition at all times during the Term. Company shall have the exclusive right to repair, replace, refurbish, move or remove any specific Vending Machines, at its sole discretion. Notwithstanding the foregoing, Customer agrees to use its best efforts to keep the Vending Machines in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, Customer agrees to promptly notify Company of any need for repair or service, of any consumer complaints respecting the Vending Machines. Customer further agrees to fully cooperate with Company in effecting any necessary repairs or service, or in addressing any consumer complaints received.

8. Risk of Loss; Vandalism. Except as is reasonably attributable to the acts or omissions of Customer's personnel or other contractors, Company shall bear the risk of loss to the Vending Machines and any Products or monies contained therein from theft or vandalism while the Vending Machines are placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Company shall specifically have the right to remove or move any Vending Machines.

9. Default and Termination. In the event either party breaches a material provision hereof (such breach referred to as a "Default"), the non-breaching party shall give the other party written notice of such Default. In the event the Default is remedied within thirty (30) days from the date notice is received, the notice shall be null and void. If such Default is not remedied within the specified 30-day period, the non-breaching party may terminate this Agreement upon the expiration of such remedy period upon an additional thirty (30) days prior written notice. In addition, the rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party in law or in equity.

10. Rights upon Termination. Upon termination of this Agreement by either party, Customer shall permit Company reasonable access to the Locations, free from any claims of trespass, for purposes of removing the Vending Machines and any other Company property at the Locations within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machines and property is removed, Customer's obligations with respect to care of the Vending Machines shall continue as set forth herein, and Customer shall be responsible to Company for all costs and expenses associated with damaged Vending Machines or missing pieces/equipment, excepting reasonable wear and tear. Company shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machines, excepting reasonable wear and tear and any damage which may have occurred which was beyond Company's reasonable control and/or anticipation.

11. Confidentiality. Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement or any information respecting sales or revenue of the Vending Machines, during the Term or thereafter. This obligation shall survive termination of this Agreement.

12. Assignment/Successors in Interest. To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Company and the Customer and its respective successors and permitted assigns. The Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Company, which consent may be withheld at its sole discretion.



13. **Entire Agreement; Modification; Waiver.** This Agreement contains the entire understanding and agreement between the parties hereto regarding the placement of Vending Machines at the Locations and supersedes all other agreements between the parties respecting such. The provisions of this Agreement may only be amended, modified or waived by written statement, signed by each of the parties.

14. **Representations and Warranties.** Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

15. **ACCEPTED AND AGREED.** Company and Customer, having read and agreed to all the terms herein, have signed the Agreement.

Date: _____

Date: _____

Company: _____

Customer: _____



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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

Phone: (716) 662-6425
Fax: (716) 662-6488
Email: openg@orchardparkny.org

TOWN ENGINEER
WAYNE L. BIELER, P.E.

June 30, 2020

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

Re: Brush Mountain Community Activity Center – Kitchen Equipment

Dear Board Members:

As you are aware, the Town's kitchen consultant and kitchen equipment supplier for the Community Activity Center has recently gone out of business. After previously consulting with the Board and the Town Attorney, the Engineering Department was directed to reach out to a Rochester company currently on the NYS office of General Services Contract for kitchen equipment to receive pricing on replacement equipment. Main-Ford General supply has provided us with a quote of \$2,830.42 for the exact same make and model refrigerator that was to be supplied by the previous contractor. This price is \$219.47 less than the original purchase price. An additional expense of \$150 is included for lift gate delivery to the center and set up.

The refrigerator currently at the Community Activity Center that is not adequate, should be labeled as surplus and put to an auction to redeem some of the expense. There is presently funding allocated under Capital Projects AB004 for the Brush Mountain Community Activity Center.

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

- 1) Authorize the Supervisor to sign an purchase order with Main-Ford General Supply, 366 Lyell Ave. Rochester, NY 14606, to provide one replacement refrigerator for the Brush Mountain Community Activity Center in an amount not to exceed \$2,980.42
- 2) Declare the True refrigerator Model TSD-47G-LD as surplus and authorize its sale.

Respectfully submitted,

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

Attachment

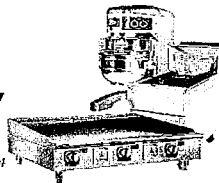
cc: Town Clerk Wendel
Town Attorney T. Malecki, Drescher & Malecki
File #15.007

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

Main-Ford General Supply

Commercial Kitchen Equipment and Supplies

Since 1954



Quote

06/26/2020

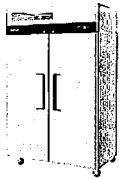
To:
NYS OGS Kitchen Equipment
Contract
#36100

Project:
Town of Orchard Park -
Refrigerators
Garrett Chilson
4295 S. Buffalo St
Orchard Park, NY 14127

From:
Main Ford General Supply
Tanya Colaiaco
366 Lyell Avenue
Rochester, NY 14606-1634
585-647-2311

Customer ID: 1

Job Reference Number: 17684

Item	Qty	Description	Sell	Sell Total
1	1 ea	REACH-IN REFRIGERATOR  Turbo Air Model No. M3R47-2-N M3 Refrigerator, reach-in, two-section, 42.3 cu. ft. exterior LED digital thermometer, door open beep, self-diagnostic monitoring system, hot gas condensate system, automatic fan motor delays, door pressure release, LED interior lighting, self-cleaning condenser device, (2) hinged solid door with recessed handle & lock, (6) PE coated wire shelves, stainless steel front & sides (galvanized steel top, bottom & back), aluminum interior with stainless steel floor, top mount self-contained compressor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 2.8 amps, NEMA 5-15P, ETL-Sanitation, cETLus, ENERGY STAR® Dimensions 78(h) x 51.75(w) x 30.75(d)	\$2,830.42	\$2,830.42
	1 ea	Note: Contact factory representative for parts & accessories discounts		
	1 ea	3 year parts & labor warranty, standard		
	1 ea	Additional 2 year compressor warranty (5 year total), standard		
	1 ea	Self-cleaning condenser device equipped, standard		
	1 ea	Left hinged + right hinged, standard		
	1 st	Caster Set, 4", swivel, locking front wheels, 5"H (overall), standard		
	1 ea	aluminum interior, s/s interior floor		
	1 ea	51-3/4"w x 30-3/4 x 78"h, 42.3 cu ft		
			ITEM TOTAL:	\$2,830.42
A		IN STOCK AT FACTORY ALLOW 1-2 WEEKS FOR PROCESSING AND SHIPPING		
3	1 ea	DELIVERY Main-Ford General Supply Inside Delivery, Set in Place, (1) 2-door refrigerator Ground delivery - liftgate required	\$150.00	\$150.00
			ITEM TOTAL:	\$150.00
			Merchandise	\$2,980.42
			Total	\$2,980.42



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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TOWN ENGINEER
WAYNE L. BIELER, P.E.

June 30, 2020

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

**Re: Brenner Drive / Lexington Avenue Road Reconstruction
Public Information Meeting**

Dear Board Members:

As requested, the Town of Orchard Park Engineering Department has completed the engineering design to reconstruct Brenner Drive and Lexington Avenue. Design plans are available to hold a public information meeting.

As you may recall, the Town of Orchard Park Town Board had previously secured funding for this project, and this project has advanced into a priority position in the project queue. Therefore, we look forward to finalizing plans and providing information to our residents.

I, therefore, recommend that you schedule a public information meeting for the above-mentioned project on Wednesday, July 8, 2020, at 4:00 PM to 6:00 PM in the Basement Meeting Room of the Municipal Center, S-4295 South Buffalo Street to discuss the project. All interested parties are invited to attend.

Respectfully submitted,

Wayne L. Bieler, P.E.
Town Engineer

cc: Town Clerk
Town Highway Superintendent
File #2014.008

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

TC

WHEREAS, the Town of Orchard Park Community Activities Center has been offered a donation of four (4) Cardiac Science Powerheart AEDs by the Orchard Park Police Foundation; and

WHEREAS, the Powerheart AEDs each have a wall-mounted alarm cabinet; and

WHEREAS, the Cardiac Science Powerheart is ideal for first time rescuers in applications such as public places or intermediate rescuers in government applications; and

WHEREAS, the total value of the donation is approximately \$7,643.22; and

WHEREAS, the donation was secured by the Community Activity Council of Orchard Park and its chairperson Audrey Ramage

NOW THEREFORE be it

RESOLVED that the Town of Orchard Park and the Community Activities Center gratefully accept the donation of four (4) Cardiac Science Powerheart AEDs from the Orchard Park Police Foundation and express their appreciation and gratitude to the Foundation for their generosity.

TC

RESOLVED, that the Town board does hereby approve the appointment of Joel R. Raisor to the position of Police Officer, contingent, in the Orchard Park Police Department, Step A, effective July 7th, 2020, at the salary of \$75,032.00.

RESOLVED, that the Town board does hereby approve the appointment of Daniel G. Sheppard to the position of Police Officer, contingent, in the Orchard Park Police Department, Step A, effective July 13th, 2020 at the salary of \$75,032.00.

RESOLVED, that the Town board does hereby approve the appointment of Christian J. Clark Jr. to the position of Police Officer, contingent, in the Orchard Park Police Department, Step A, effective July 20th, 2020, at the salary of \$75,032.00.

TC

RESOLVED, that the Orchard Park Town Board appoints Paul Pepero to the position of IT Network Administrator, Group 3 – non-union exempt at an hourly rate of \$52.89 and a starting date of October 1, 2020.

TC

Resolution for Budget Amendment/Transfer
Increase in CHIPS Funding - 2020

WHEREAS, the Town has received notification of Consolidated Highway Improvement Program aid of \$175,884.01 and an additional appropriation of \$70,750.93 (PAVE NY) and \$55,730.42 (Extreme Winter Recovery) totaling \$302,365.36.

WHEREAS, the Town's adopted budget for 2020 included funding in the amount of \$154,990 for CHIPS and \$35,378 for PAVE NY, and

WHEREAS, the Town needs to adjust the budget to the level of aid awarded in order to appropriately authorize the expenditure of Town funds and the receipt of such State aid,

NOW, THEREFORE, be it

RESOLVED, that the Town Board hereby authorizes the following transfer and amendment of the Town's 2020 budget to appropriately adjust the amount of aid to be received and authorize additional appropriations for road improvement purposes:

Highway Fund Transfer:

Increase appropriation account:

DB5112 50475 Highway – Improvement Program \$ 35,839.00

Decrease appropriation account:

DB5142 50105 Highway/Snow Removal – Personal Services \$ 35,839.00

Highway Fund Amendment:

Increase estimated revenues:

DB0000 43501 State Aid – CHIPS Program \$ 76,624.43

DB0000 43501 State Aid – PAVE NY. Program \$ 35,372.93

Increase appropriation account:

DB5112 50475 Highway – Improvement Program \$ 111,997.36

TC

Resolution for Transfer of Capital Projects Funds

WHEREAS, the Town needs funding to update the Kronos software to the most up to date version in the amount of \$39,500, and

WHEREAS, project AB001 Unallocated Building Projects has unallocated amounts of \$57,862, and

WHEREAS, the Town has reviewed the source of surplus funds and determined that the funds can be transferred to project AB002 Computer Asset Purchases,

NOW, THEREFORE, be it

RESOLVED that the Town Board authorizes the transfer of funds in the amount of \$39,500 from AB001 Unallocated Building Projects to AB002 Computer Asset Purchases.

Everyone:

First, I want to thank those of you who have been cooperative and flexible during these uncertain and stressful times. This has been new territory for all of us and we will need your continued leadership with compliance and keeping our employees and visitors safe. With our schedules returning to normal, it is important that we implement **2 new procedures that every department must comply with.**

#1: Visitor Sign in Sheet

Every visitor must sign in and out daily on the attached sign in form. These sheets must be retained in a file. In the event of a COVID-19 diagnosis within a town building, it may be necessary to have this information for contact tracing.

#2: Employee and Visitor Screening

Every employee is required to complete the attached questionnaire **daily upon reporting to work**. This should not be done during lunch or at the end of the day. The purpose of this form is to determine if an employee should stay at work on any given day. This is a one page form that should take less than a minute to complete. As the department manger, it is your responsibility to review the forms and then file them in a confidential file. You may designate someone in your department to review the forms and maintain the confidential file. **The information on the forms must be kept confidential.**

Visitors are also required to complete the forms upon entering any department in a town building. These also need to be retained in a confidential file.

We understand this adds an administrative task to your daily schedules, however we want to do everything we can to keep our employees and visitors safe while complying with NYS requirements. We appreciate your anticipated cooperation. If you have any questions or concerns, don't hesitate to contact me.

Best regards,
Pat

Dr. Patrick J. Keem
Orchard Park Town Supervisor
4295 South Buffalo Street
Orchard Park, NY 14127
(W) 716-662-6400
(C) 716-374-0167
Email: supervisor.keem@orchardparkny.org



EMPLOYEE & VISITOR COVID-19 SCREENING QUESTIONNAIRE

The safety of our employees and visitors is our overriding priority. As the coronavirus (COVID-19) pandemic continues, we are monitoring the situation closely and following the guidance from the Centers for Disease Control and Prevention and local health authorities. In order to prevent the spread of the coronavirus and reduce the potential risk of exposure to our workforce, we are asking everyone to complete and submit this questionnaire to their manager/supervisor prior to beginning work and immediately after swiping/signing in daily. Visitors should hand it in to the assigned person within each department.

Please respond to each of the following questions truthfully and to the best of your ability. Your participation is important to help us take precautionary measures to protect you and all employees.

Print Name: _____ Visitors: Phone #: _____

Representations

1 Are you currently experiencing, or have you experienced in the past 14 days, any of the following symptoms?

- Yes No Fever (100° F/ or greater as measured by an oral thermometer)
- Yes No Cough
- Yes No Shortness of breath or difficulty breathing
- Yes No Sore throat
- Yes No New loss of taste or smell
- Yes No Chills
- Yes No Head or muscle aches
- Yes No Nausea, diarrhea, vomiting

2 In the past 14 days, have you been in close proximity (within 6') to anyone who was experiencing any of the above symptoms or has experienced any of the above symptoms since your contact?

Yes No

3 In the past 14 days, have you been in close proximity to anyone who has tested positive for COVID-19?

Yes No

4 In the past 14 days, have you been on a commercial flight or traveled outside of the United States?

Yes No

CERTIFICATION: I hereby certify that the responses provided above are true and accurate to the best of my knowledge.

Signature

Date

NOTE: Information provided on this form will only be used to determine if you may be infected with COVID-19. This information will be maintained as confidential. Questions should be directed to a manager or our human resources representative.

