

ORCHARD PARK POLICE DEPARTMENT

4295 S Buffalo Street • Orchard Park, NY 14127 • (716) 662-6444

Chief's Letter of Commendation

Honorable Town Board

Officer Daniel McCarthy
Captain Patrick Fitzgerald
Lieutenant Daniel Honer
Officer Alex Vranic
Officer Darryl Purucker
Officer Christopher Tornabene
Captain Gregory Sheppard
Lieutenant Daniel Lagoda

The purpose of this letter is to formally commend the above referenced individuals for their immediate and professional response to a person in cardiac arrest.

On the morning of November 21st, 2021, members of the Orchard Park Emergency Response Team were stationed on Abbott Road in front of Highmark Stadium as part of our standby for a Buffalo Bills game, when they observed a gentleman having a seizure. This seizure soon turned into a full cardiac arrest.

SWAT Medic Officer Daniel McCarthy, of the Town of Hamburg Police Department, Captain Patrick Fitzgerald and Lieutenant Daniel Honer immediately responded to render CPR and paramedic level intervention. They were joined in their efforts by Officer Alex Vranic, Officer Darryl Purucker, Officer Christopher Tornabene Captain Gregory Sheppard, Lieutenant Daniel Lagoda and members of the Windom Fire Company and Orchard Park EMS Inc. An AED was deployed, with several shocks delivered and the gentleman regained a pulse.

I am proud to announce that the gentleman is alive and well today if it were not for the immediate and professional response by the above referenced individuals. It also shows the value of our training programs.



E. Joseph Wehrfritz
Chief of Police



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.

January 28, 2022

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

**Re: Release of Escrow-Decorative Street Lighting
Smokes Creek Farm 22-Sublot Subdivision; PIP #2021-01**

Dear Board Members:

On December 15, 2021, 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 decorative street lighting was completed.

The contractor has since installed the required poles and fixtures on Edgewood Court. The work was inspected by the Building and Engineering Departments and found to be in compliance with Town specifications.

I, therefore, recommend that you authorize the Town Clerk to release to Thomas Johnson, Thomas Johnson Land Development, LLC, 6435 West Quaker Street, Orchard Park, New York 14127, the \$35,000 held in escrow for street lighting in the Smokes Creek Farm 22-Sublot Subdivision, PIP #2021-01.

Respectfully submitted,

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

cc: Remy Orffeo, Town Clerk
File #2007.037.3

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

WHEREAS, Patrick Fitzgerald, an Orchard Park native, was hired as a law enforcement officer by the Town of Orchard Park on January 24, 2005, having previously served as a law enforcement officer in the City of Rochester Police Department and a Public Safety dispatcher in the Town of Orchard Park Police Department, and,

WHEREAS, Patrick Fitzgerald has served under four of the six Orchard Park Police Department Police Chiefs, and,

WHEREAS, after attending Hilbert College and certifying as an instructor and a field training officer, Patrick Fitzgerald has been promoted to Lieutenant, Captain and Acting Chief, and,

WHEREAS, Patrick Fitzgerald has served with distinction at every stage of advancement, and,

WHEREAS, the Office of Orchard Park Police Department Chief of Police is now vacant, and,

WHEREAS, the Town Board of Orchard Park wishes to promote Patrick Fitzgerald to Chief of the Orchard Park Police Department based on his sterling record of service. This will take effect February 2, 2022.

NOW, THEREFORE be it

RESOLVED that:

- I. The exempt salary of the Chief of Police shall follow step K of the Police Department pay schedule. In each succeeding year, the aforementioned step K of the Chief of Police shall remain in effect. The salary anticipates a minimum of forty-hour workweek.
- II. Additional compensation for the Chief of Police shall include:
 - a. Longevity shall be at 11% of the current salary established in this resolution.
 - b. The Chief of Police shall follow the newly established sick leave accruals and vacation schedule as defined in the PBA collective bargaining agreement.
 - c. For all other benefits; [Holidays, personal leave, clothing allowance, life insurance, employer contributions to payments of medical insurance premiums (including dental and optical coverage) or welfare benefits (HRA), and employer contributions to pension and / or annuity funds], the Chief will receive, to the same extent and with the same conditions as received by a command officer pursuant to the Orchard Park Police Command Officers Association collective bargaining agreement.

RESOLVED, that the Town Board does hereby authorize the appointment of Eugene J. Wehrfritz to the position of transition/training consultant as of February 2, 2022, at an hourly rate of pay as defined in step K of the Police Department pay schedule, with a weekly schedule to be determined by the Chief of Police.

RESOLVED, that the Town Board does hereby approve the appointment of Lynn Graham to the position of part time evening and weekend receptionist at the Community Activity Center at a pay rate of \$14.50/hour with a \$0.50/hour increase upon completion of 3 months of employment meeting performance expectations. This will take effect January 24, 2022 and will be at the Range of Group 9, non-union upon the recommendation of the Community Activity Center Coordinator.

RESOLVED, that the Town Board does hereby approve the appointment of Ethan Wood to the position of part time evening and weekend receptionist at the Community Activity Center at a pay rate of \$14.50/hour with a \$0.50/hour increase upon completion of 3 months of employment meeting performance expectations. This will take effect January 31, 2022 and will be at the Range of Group 9, non-union upon the recommendation of the Community Activity Center Coordinator.

ERIE COUNTY, NEW YORK

INTER-MUNICIPAL

HIGHWAY SHARED SERVICES AGREEMENT

AUGUST 2021

HIGHWAY SHARED SERVICES AGREEMENT

1. For purposes of this contract, the following terms shall be defined as follows:

“Agreement” shall mean the text of this agreement.

“Designated Filing Agent” shall mean the clerk of said municipality.

“Municipality” shall mean any Town or Village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with their respective municipal clerk.

“Shared Service” shall mean any service provided by one municipality for another that is consistent with the purposes and intent of this contract and shall include but not limited to:

- i. The renting, exchanging, or lending of highway machinery, tools, and equipment with or without operators;
- ii. The providing of a specific service;
- iii. The maintenance of machinery or equipment.

“Superintendent” shall mean, in the case of a Town, the Town superintendent of highways; and, in the case of a Village, the superintendent of public works.

2. Each Municipality which has caused this Agreement to be executed agrees to bind itself to the terms of this Agreement and it will consider this contract to be applicable to any municipality who is also a party to this Agreement.
3. Every Municipality that is a party to this Agreement agrees to rent or exchange or borrow from any other Municipality who is a party to this Agreement any and all materials, machinery, and equipment, with or without operators, which it may need for legitimate municipal purposes. The determination as to whether such machinery, with or without operators, is needed by the Municipality for legitimate municipal purposes, shall be made by the Superintendent requesting such items. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value, to be determined by the mutual agreement of the respective highway superintendent.
4. The Municipality agrees to rent, exchange, or lend to any municipality any and all

materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery, with or without operators, or material is available for renting, exchanging, or lending shall be made by the Superintendent who would be providing such items. In the event the Superintendent determines that it will be in the best interests of the Municipality to lend to another municipality, the Superintendent is hereby authorized to lend to another Municipality that is a party to this Agreement. The value of the material or supplies loaned to another Municipality under this agreement may be returned to the Municipality providing such items in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of an equal value to be determined by the mutual agreement of the respective superintendent.

5. The Municipality agrees to repair or maintain machinery or equipment for any other Municipality under terms that may be agreed upon by the Superintendents of each Municipality.
6. An operator of equipment rented or loaned to another Municipality, when operating such equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
7. When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for the purposes of workers' compensation, liability, and any other relationship with third parties, shall be considered the machinery of, and the employee of, the Municipality owning the machinery and equipment.
8. The lending Municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
9. Each Municipality shall remain fully responsible for its own employees, including, but not limited to, salary, benefits, and workmen's compensation.
10. In the event machinery or equipment is being operated by an employee of the owning Municipality is damaged or otherwise in need of repair while working for another Municipality, the Municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving, or renting Municipality, such Municipality shall be responsible for such repairs.
11. Any Municipality which is party to this Agreement may revoke such Agreement by filing a notice of such revocation with all other Municipalities that are a party to this Agreement. Upon the revocation of such Agreement, any outstanding obligations shall be submitted within thirty (30) days of such revocation.
12. Any action taken by the Superintendent pursuant to the provisions of this contract shall be

consistent with the duties of such official and expenditures incurred shall not exceed the amount set forth in the Municipal budget for highway purposes.

13. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are party to this Agreement to the extent necessary to make it valid and operative, or if it cannot be modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portions so modified or eliminated.
14. This Agreement shall remain in effect until terminated by each participating Municipality. If a participating Municipality revokes its participation in this Agreement, the Agreement shall remain effective between all other participating Municipalities.
15. No shared services shall be conducted by the Superintendent except with the Superintendent of a Municipality that has entered into this Agreement.
16. Additional Municipalities may enter into this Agreement after its effective date by signing the attached addendum. Once an additional Municipality signs the attached addendum, this Agreement shall be effective among and between all Municipalities who are a party to the Agreement once the addendum is delivered to the Designated Filing Agent for all other Municipalities.

ADDENDUM

IN WITNESS THEROF, the following Municipality has, by order of the Town Board or Village Trustees, caused these present to be subscribed by the Town Supervisor or Village Mayor, and the seal of the Town or Village to be affixed and attested by the Clerk thereof, this

day of , 20 .

Town or Village of

By:

Supervisor or Mayor, Town or Village of

Attest:

Town Clerk, Town or Village of



TOWN OF ORCHARD PARK

MEMORANDUM

S.4295 SOUTH BUFFALO STREET
ORCHARD PARK, NEW YORK 14127
(716) 662-6432, ext. 2202

DATE: January 31, 2022

TO: Town Clerk, Remy Orffeo
Jenifer Brady
Building Inspector Steve Bremer

FROM: Anna Worang-Zizzi

SUBJECT: Item(s) for February 2, 2022 - TB Agenda

NEW BUSINESS:

Please refer the following to the Planning Board for review & recommendation:

1. V/L Lake Avenue, located on the south side of Lake Avenue, between #6007 & 5971 Lake Avenue, Zoned I-1. Paul Reamsnyder is seeking to have this property rezoned from I-1 to R-3. (SBL# 152.15-1-16)
2. 3678 Southwestern Blvd, located on the north side of Southwestern Blvd, to the west of U.S. Route 219, Zoned I-1. Octavius Storage LLC is proposing to demolish an existing building in order to develop storage units and an office building. (SBL# 161.06-2-15)
3. 7370 Milestrip Road, request for Conservation Board review and approval of a 5.5-Acre +/- Conservation Easement renewal request, Zoned R-1. Applicant would like to extend Easement to "Perpetuity". (SBL#153.19-1-20)