

**COUNTY OF ERIE
NOTICE OF PUBLIC HEARING
PUBLIC NOTICE**

2025 PRELIMINARY BUDGET & BENEFIT BASIS SPECIAL DISTRICT NOTICE IS HEREBY GIVEN that the Ad Valorem & Benefit Basis Special District Preliminary Budgets of the Town of Orchard Park for the fiscal year beginning January 1, 2025 has been completed by the Supervisor and filed the office of the Town Clerk, S4295 South Buffalo Street, Orchard Park NY 14127, where it is available for inspection by interested persons at all reasonable hours.

FURTHER NOTICE IS HEREBY GIVEN that the Town Board of the Town of Orchard Park will meet and review said revised Budgets and hold a Public Hearing at the Orchard Park Municipal Building on Wednesday, November 6, 2024 at 7:00 (local time) and that at such hearing any person may be heard in favor of or against any item or items therein contained pursuant to Section 108 of the Town Law. The proposed salaries of the following town officers are here specified as follows:

Councilmember	\$23,479
Councilmember	\$23,479
Councilmember	\$23,479
Councilmember	\$23,479
Supervisor	
Salary	\$89,954
Budget Officer Stipend	\$6,769
Town Clerk:	
Salary	\$76,795
RMO Stipend	\$4,636
Reg.Vital Statistics Stipend ..	\$4,458
Planning Coordinator	\$32,052
Town Justice	\$53,917
Town Justice	\$53,917
Highway Superintendent:	
Salary	\$90,500
Sewer/Water	\$6,000
Parks	\$6,000
Composting Superint.	\$5,500

**Dated: 10/16/2024
Remy C. Orffeo
Town Clerk**

Town of Orchard Park

Resolutions for Adoption of Budgets

November 6, 2024

Ad Valorem Budget (General, Town Outside Village, and Highway Funds)

WHEREAS, officers and employees in charge of various administrative units of the government of the Town of Orchard Park have submitted estimates of revenues and expenditures for the fiscal year ending December 31, 2025, AND

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative ad valorem budget to be prepared, and the Town Clerk has presented such budget to this Town Board, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2025, and a public meeting was conducted on November 6, 2024 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary budget, is hereby adopted as the annual ad valorem budget of the Town of Orchard Park for the fiscal year ending December 31, 2025.

Benefit Basis Budgets (Special Districts)

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative benefit basis budget to be prepared and filed with the Town Clerk's Office, as provided by law, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2025, and a public meeting was conducted on November 6, 2024 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary benefit basis budget, is hereby adopted as the annual benefit basis budget of the Town of Orchard Park for the fiscal year ending December 31, 2025.

Letter of Authorization

BE IT RESOLVED, that the Town Board of the Town of Orchard Park in accordance with New York State Town Law, Section 198, does hereby adopt all special charges as outlined on the attached "Letter of Authorization".

**COUNTY OF ERIE
NOTICE OF PUBLIC HEARING**

The Town of Orchard Park will hold a public hearing on November 6, 2024 at 7:00 PM at the Town of Orchard Park Municipal Building, 4295 South Buffalo Street, Orchard Park, New York for the purpose of hearing public comments on the Town of Orchard Park's community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2025 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments CDBG funds for the 2025 program year for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

The location of hearing is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact the Town Clerk at 716-662-6410, at least one week in advance of the hearing date to allow for necessary arrangements.

Remy Orffeo Town Clerk

October 16, 2024



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.

October 31, 2024

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

**Re: 2025-2026 CDBG Funds
Project Priority**

Dear Board Members:

As discussed at the 2024 public hearing on the use of 2025/2026 Community Development Block Grant Funds, the Supervisor must be given authorization to sign, submit, and execute the contracts with the Erie County Community Development Block Grant (ECCDBG) program. The proposed Community Development projects must be ranked in order of priority by the Town. In addition, Rural Transit Service has asked for a letter of support from the Town.

I, therefore, recommend the following resolutions be authorized:

- Authorize the Supervisor to sign, submit, and execute applications/contracts for the ECCDBG program with the following priorities.
 - Priority 1.) CDBG – Senior TV Screens, Sound System, Drawer Set for Senior Kitchen, Dining Tables, Work Tables (plus installation), and Dance Studio Floor Restoration - \$40,746.08
 - Priority 2.) CDBG – Senior Transportation Van - \$66,530.00
 - Priority 3.) Authorize the Supervisor to issue a letter of support for the Rural Transit Service – Van Program

Respectfully submitted,

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

Attachment/CD Block Grant Handout

cc: Remy Orffeo, Town Clerk
File

**2025 - 2026
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

PUBLIC HEARING

November 6, 2024

The Town of Orchard Park may be eligible to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for the 2025 Program Year. The purpose of this public hearing is to provide an opportunity for citizens to discuss the needs of the community as outlined in the official notice (page 7).

The Town is one of 34 municipalities in the Erie County CDBG Consortium. This year the Consortium will receive a grant of approximately \$3.1 million from HUD. The grant will be divided into four spending categories: 27% for Community Projects; 27% for Housing; 27% for Economic Development; and 19% for Administration and Planning.

To be eligible for CDBG funding, a proposed project must satisfy one or more of the following national objectives:

- I. - BENEFIT LOW AND MODERATE INCOME PERSONS
- II. - CORRECT SLUMS AND BLIGHT
- III. - MEET AN URGENT COMMUNITY NEED

These objectives are further described below.

I. BENEFIT LOW AND MODERATE INCOME PERSONS

Area Benefit: For a project to benefit low and moderate income persons, it is required that at least 40.34% of the residents of the specific area targeted be at or below the criteria of the Income Eligibility Schedule on page 4. Data from the 2010 U.S. Census shows that there are 4,360 low and moderate income persons within the Town and 465 in the Village (Total = 4,825).

For a specific area to qualify, an independent income survey must be performed for the targeted area.

Limited Clientele: All elderly, homeless, and handicapped residents are presumed eligible regardless of their location within the Town or their income levels. For a project to be considered under this category, at least 51% of the benefiting persons must be classified as limited clientele.

II. CORRECT SLUMS AND BLIGHT

For an area to be designated as a slum or blighted area, there must be a substantial number of deteriorated or deteriorating buildings or public improvements throughout the area. The project must address one or more of the conditions, which contributed to the deterioration of the area. Currently there are no such areas in the Town of Orchard Park.

III. MEET AN URGENT COMMUNITY NEED

To comply with the objective of meeting an urgent community need, the project must alleviate existing conditions that have developed or become critical within the past 18 months and:

- Pose a serious and immediate threat to the health and welfare of the community;
- The grantee is unable to finance; and
- Other resources of funds are not available.

ELIGIBLE ACTIVITIES

- Acquisition of Real Property for a Project
- Public Facilities and Improvements
- Public Services
- Removal of Architectural Barriers
- Historic Preservation
- Commercial or Industrial Rehabilitation
- Special Economic Development
- Program Administration Costs

Page 5 outlines the history of CDBG funding in the Town of Orchard Park. Since its inception in 1976, the Town has received over \$3.0 million in grants and loans under this Federal program. Page 6 lists the various projects for which the Town has utilized its block grant monies.

There is a maximum grant of \$150,000.00 per project with a maximum of two projects funded per municipality. Applications for this year's Community Development Block Grant funds must be submitted by Monday, November 4, 2024.

Some suggested projects in the Town of Orchard Park which may qualify for funding in 2025 include:

<u>PROJECT</u>	<u>ESTIMATE</u>
<u>CDBG</u> – Senior TV Screens, Sound System, Kitchen Drawer Set, Dining Tables, Work Tables (plus installation), and Dance Studio Floor Restoration	\$40,746.08
<u>CDBG</u> – Orchard Park Senior Transport Van	\$66,530.00
<u>CDBG</u> - Rural Transit Service (participation in the existing program w/ 18 towns, 7 villages)	\$ Cost Varies +/- (no matching funds required)

Last year the Town issued a letter of support for the Rural Transit Service Program. It is likely that the Town will again submit an application/letter of support for funding to continue our participation in the Rural Transit Service Program.

This program provides van transportation for eligible citizens. Trips can be for any reason but are prioritized for medical and health concerns. As of 2023, Orchard Park had 196 registered users in this program.

Erie County Community Development Program - Income Eligibility Schedule 2024

# of Persons	4 Points		3 Points		2 Points		1 Point	
	<i>CDBG Very Low Inc.</i>		<i>CDBG Low Inc.</i>		<i>CDBG Moderate Inc.</i>		<i>CDBG Moderate Inc.</i>	
	30% County Median	50% County Median	65% County Median	70% County Median	80% County Median	100% Median	80% County Median	100% Median
1	\$20,370	\$33,950	\$44,135	\$47,530	\$54,320	\$67,900	\$54,320	\$67,900
2	\$23,280	\$38,800	\$50,440	\$54,320	\$62,080	\$77,600	\$62,080	\$77,600
3	\$26,190	\$43,650	\$56,745	\$61,110	\$69,840	\$87,300	\$69,840	\$87,300
4	\$29,070	\$48,450	\$62,985	\$67,830	\$77,520	\$96,900	\$77,520	\$96,900
5	\$31,410	\$52,350	\$68,055	\$73,290	\$83,760	\$104,700	\$83,760	\$104,700
6	\$33,750	\$56,250	\$73,125	\$78,750	\$90,000	\$112,500	\$90,000	\$112,500
7	\$36,060	\$60,100	\$78,130	\$84,140	\$96,160	\$120,200	\$96,160	\$120,200
8+	\$38,400	\$64,000	\$83,200	\$89,600	\$102,400	\$128,000	\$102,400	\$128,000

Rehab Program
 <80% Median: 0% Deferred

Rehab Program Income Points
 <30%: 4 Points
 30-50%: 3 Points
 50-65%: 2 Points
 65-80%: 1 Point

TOWN OF ORCHARD PARK
COMMUNITY DEVELOPMENT FUNDED PROJECTS

STATUS AS OF 10/22/2024

FUNDING YEAR	PROJECT	ALLOCATED	EXPENDED	BALANCE
1977 - 1980*	Administration	36,861.14	36,861.14	0
1978 - 1981**	Housing Rehabilitation	23,737.00	23,737.00	0
1976	Orchard Meadows Playground	37,264.00	37,264.00	0
1976, 1977	Poplar-Webster Drainage	159,320.00	159,320.00	0
1976, 1977	Union Road Waterline Ext.	11,208.68	11,208.68	0
1977 - 1979	Burmon Sanitary Sewer Rehabilitation	6,903.32	6,903.32	0
1978, 1979	Southwestern Blvd. Economic Dev. Waterline	166,852.23	166,852.23	0
1980	Velore Avenue Waterline	12,130.58	12,130.58	0
1980	Burmon Recreation Area	42,767.93	42,767.93	0
1977, 1979 -1983	Velore Avenue Rehabilitation	102,189.12	102,189.12	0
1981, 1982	Quaker Centre Industrial Park Phase 1	350,000.00	350,000.00	0
1985	Zoning Maps	464.05	464.05	0
1982 - 1984	Vistula Avenue Rehabilitation	140,465.67	140,465.67	0
1985	Planning / Construction Maps	867.77	867.77	0
1989	Hillside Income Survey (Hillside Ave. & NIA)	6,000.00	6,000.00	0
1985, 1986, 1989	Hillside Ave. Rehabilitation (Inc. 1st & 2nd St.)	175,209.51	175,209.51	0
1993	Senior Citizens Activity Center	90,630.00	90,630.00	0
1993	Lakeview Ave. Pavement Restoration	60,000.00	60,000.00	0
1996	O.P. Library Handicapped Accessibility	40,000.00	40,000.00	0
1996***	Rural Transit Service Program			
1999	Summit Avenue Reconstruction	90,000.00	90,000.00	0
1999	Boys & Girls Club Handicap Access	45,000.00	45,000.00	0
2002	Windom Ave. Reconstruction	90,000.00	90,000.00	0
2002	Burmon Recreation Area Improvements	40,000.00	40,000.00	0
2002	Senior Citizens Center Repairs	60,000.00	60,000.00	0
2005	Allen Street Reconstruction	90,000.00	90,000.00	0
2008	Oakwood Reconstruction	100,000.00	100,000.00	0
2011	Iroquois Drive Reconstruction	100,000.00	100,000.00	0
2011	Iroquois Drive Drainage	100,000.00	100,000.00	0
2015	Burmon Drive Sanitary Sewer Replacement	100,000.00	100,000.00	0
2017	Burmon Drive Road Reconstruction	150,000.00	150,000.00	0
2018	Burmon Drive Sidewalk Reconstruction	78,759.00	78,759.00	0
2021***	Rural Transit Service Program			
TOTAL GRANTS		\$2,506,630.00	\$2,506,630.00	\$0.00
1992	Breem Street Relocation (Loan)	100,000.00	100,000.00	0
1995	Orchard Park Commerce Center (Loan)	450,000.00	450,000.00	0
TOTAL LOANS		\$550,000.00	\$550,000.00	\$0.00
GRAND TOTAL		\$3,056,630.00	\$3,056,630.00	\$0.00

*Costs for administration of grant monies were reimbursed to the Town for years 1977-1980, but administration is now done entirely by Erie County.

**The Housing Rehabilitation Program was administered by the Town for years 1978-1981, but now the program is administered directly by Erie County.

***In 1996 the Town began participation in a transportation service with approval of an additional grant for \$34,782 for the purchase of a handicap van. In 2021, the Town approved an additional grant for \$30,000 for the purchase of a new van. These funds and additional funds used for annual operation and maintenance do not accrue to the Town. The program is administered by Erie County through a not for profit agency and therefore the amount of funding is not shown in this table.

-Covid funds are excluded from this project sheet.

**TOWN OF ORCHARD PARK
COMMUNITY DEVELOPMENT PROGRAM**

Funding History as of October 2024

YEAR	ALLOTMENT	EXPENDED	BALANCE
1976	111,792.00	111,792.00	0.00
1977	111,792.00	111,792.00	0.00
1978	111,792.00	111,792.00	0.00
1979	111,792.00	111,792.00	0.00
1980	111,792.00	111,792.00	0.00
1981	111,792.00	111,792.00	0.00
1982	259,977.59	259,977.59	0.00
1983	58,448.49	58,448.49	0.00
1984	64,499.92	64,499.92	0.00
1985	50,852.00	50,852.00	0.00
1986	20,171.00	20,171.00	0.00
1987	0.00	0.00	0.00
1988	0.00	0.00	0.00
1989	23,357.00	23,357.00	0.00
1990	34,183.00	34,183.00	0.00
1991	90,000.00	90,000.00	0.00
1992	0.00	0.00	0.00
1993	150,630.00	150,630.00	0.00
1994	0.00	0.00	0.00
1995	0.00	0.00	0.00
1996	40,000.00	40,000.00	0.00
1997	0.00	0.00	0.00
1998	0.00	0.00	0.00
1999	135,000.00	135,000.00	0.00
2000	0.00	0.00	0.00
2001	0.00	0.00	0.00
2002	190,000.00	190,000.00	0.00
2003	0.00	0.00	0.00
2004	0.00	0.00	0.00
2005	90,000.00	90,000.00	0.00
2006	0.00	0.00	0.00
2007	0.00	0.00	0.00
2008	100,000.00	100,000.00	0.00
2009	0.00	0.00	0.00
2010	0.00	0.00	0.00
2011	200,000.00	200,000.00	0.00
2012	0.00	0.00	0.00
2013	0.00	0.00	0.00
2014	0.00	0.00	0.00
2015	100,000.00	100,000.00	0.00
2016	0.00	0.00	0.00
2017	150,000.00	150,000.00	0.00
2018	78,759.00	78,759.00	0.00
2019	0.00	0.00	0.00
2020	0.00	0.00	0.00
2021	0.00	0.00	0.00
2022	0.00	0.00	0.00
2023	0.00	0.00	0.00
2024	0.00	0.00	0.00
TOTAL GRANTS	2,506,630.00	2,506,630.00	0.00
1992 LOAN*	100,000.00	100,000.00	0.00
1995 LOAN**	450,000.00	450,000.00	0.00
TOTAL LOANS	550,000.00	550,000.00	0.00
GRAND TOTAL	3,056,630.00	3,056,630.00	0.00

* Loan repaid in 2005 ** Loan repaid in 2006

-Covid funds are excluded from this history sheet.

WHEREAS, was discussed at the 2024 public hearing on the use of 2025/2026 Erie County Community Development Block Grant (ECCDBG) program; and

WHEREAS, the proposed Community Development projects must be ranked in order of priority by the Town. In addition, Rural Transit Service has requested a letter of support from the Town.

NOW, THEREFORE be it,

RESOLVED, that the Town Board does hereby authorize the following resolutions as recommended by the Town Engineer:

- Authorize the Town Supervisor to sign, submit, and execute applications/contracts for the Erie County CDBG program with the following priority:
 - Priority 1.) CDBG – Senior TV Screens, Sound System, Drawer Set for Senior Kitchen, Dining Tables, Work Tables (plus installation), and Dance Studio Floor Restoration - \$40,746.08
 - Priority 2.) CDBG – Senior Transportation Van - \$66,530.00
 - Priority 3.) Authorize the Supervisor to issue a letter of support for the Rural Transit Service – Van Program

COUNTY OF ERIE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board of the Town of Orchard Park, Erie County, New York, at the Municipal Building, 54295 South Buffalo Street Orchard Park, New York 14127, on November 6th, 2024 at 7:00 PM (local time), To rezone .99 +/- acres of a combined 3.43 +/- parcel of land, VA on Lake Ave., Zoned R-3, SBL #152.14-2-24.11 & 152.14-2-24.12. Requesting to rezone from R-3 to 1-1, as requested by "Sterling 45, LLC". A complete metes and bounds description of this property, together with a surveyor's map, is on file in the Town Clerk's Office, as well as the list of conditions and stipulations if approved. At such time all interested persons will be given the opportunity to be heard.

Remy C. Orffeo, Town Clerk

October 15, 2024

WHEREAS, following due and timely notice a Public Hearing, relating to the matter of an amendment to the Zoning Ordinance of the Town of Orchard Park, was conducted at the Municipal Center on November 6, 2024 at which time all interested parties were given an opportunity to be heard, which amendment provides as follows:

WHEREAS, no recommendations from the Erie County Department of Planning, pursuant to §239-m of the General Municipal Law, was received and filed by the Town Board, and

WHEREAS, approval from the Planning Board was received and filed with the Town Board.

NOW, THEREFORE, be it

RESOLVED, and ORDAINED, that the Zoning Ordinance and Zoning map of the Town of Orchard Park be and are hereby amended by rezoning SBL#s 152.14-2-24.11 & 152.14-2-24.12, .99+/- acres of a 3.34+/- acres parcel of Vacant Land, currently accessed by Lake Ave. from R-3 to I-1, to allow for a parking expansion to be accessed through Windward Road, as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Orchard Park, County of Erie and State of New York, being part of Lot Number 24, Township 10, Range 7 of the Buffalo Creek Reservation described as follows:

*Commencing at a point in the centerline of Lake Avenue at the northwest corner of lot 24;
Thence S 00°27'42" W, along the west line of lot 24, a distance of 40.00 feet to a point on the south line of Lake Avenue, being 80 feet wide;
Thence S 00°27'42" W, along the west line of lot 24, a distance of 594.80 feet to the POINT OF BEGINNING;
Thence S 88°37'18"E, parallel with the south line of lands conveyed to Metzler, recorded in the Erie County Clerk's Office in Liber 7151 of Deeds at page 657, a distance of 206.40 feet to a point on the east line of Metzler;
Thence S 00°27'42" W, parallel with the west line of lot 24, a distance of 210.00 feet to the south line of Metzler;
Thence N 88°37'18" W along the south line of said lands of Metzler, a distance of 206.40 feet to the west line of lot 24;
Thence N 00°27'42" E along the west line of lot 24, a distance of 210.00 feet to the POINT OR PLACE OF BEGINNING, containing 0.99 acres more or less.*

RESOLVED, that this approval is granted with the following stipulations as recommended by the Planning Board:

- All public notices have been filed.
- This is an Unlisted SEQOR action based on the submitted Short EAF, and a Negative Declaration is recommended.
- Fees shall be paid in accordance with Section 144-70C, of the Town Code prior to publication of the Public Hearing Notice.
- The recommendation is contingent upon the Applicant completing the project as proposed on the preliminary development plans, and shall revert to its original Zoning Classification if the project is not completed per Section 144-67 of the Town Code.
- Access to the parking area shall be through Windward Road, and there shall be no access through Lake Ave.
- The Planning Board recommends that the Applicant be granted conditional Approval to clear the site as needed if and when the Town Board Approves the Rezoning.

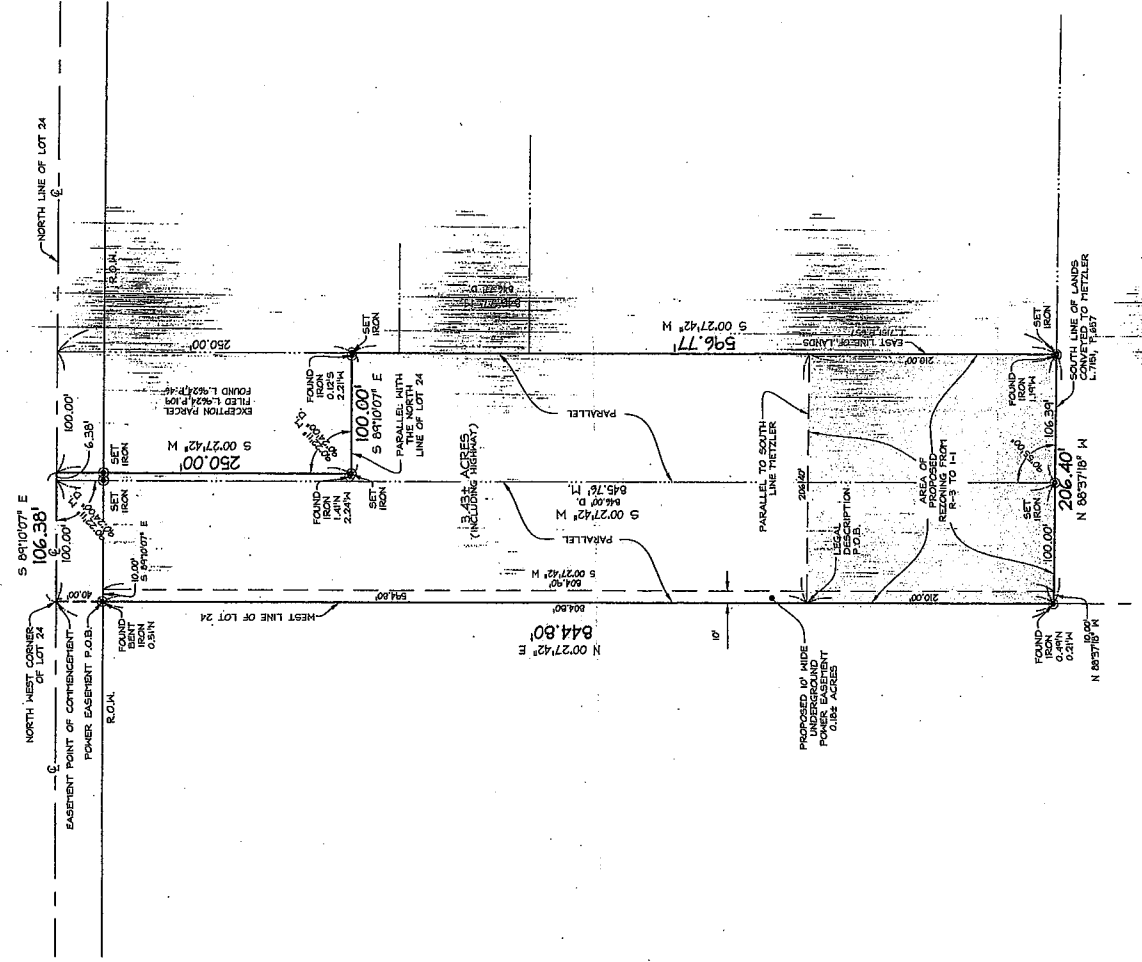
RESOLVED, under the authority of the Town of Orchard Park Ordinances Sections 144-66 through 144-69, and be it further

RESOLVED, this ordinance shall take effect ten (10) days after publication and posting in accordance with the law, and be it further

RESOLVED, that the Town Clerk publish and post a copy of said amendment in accordance with §264 and 265 of Town Law.

RECEIVED
JUN 25 2024
PLANNING BOARD
TOWN OF ORCHARD PARK

LAKE (60' WIDE) AVENUE



NO LIABILITY OR FOUND BY PROPERTY OWNERS UNLESS NOTED OTHERWISE.
 3556 Lake Shore Road, Suite 500, Buffalo, NY 14219
 P (716) 827-3000 F (716) 272-0391 www.nussbaker.com



EXHIBIT M
 Lands to be Re-zoned from R-3 to I-1
 Part of Lot 24, Township 14b, Range 7
 Buffalo Creek Reservation
 Town of Orchard Park
 County of Erie, State of New York
 Date of Survey: 06/04/2024

Scale: 1" = 80'
 Project No.: 23.12-0858

[Signature]

COUNTY OF ERIE

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board of the Town of Orchard Park, on November 6, 2024 at 7:00 PM (local time) at the Orchard Park Municipal Center, S4295 South Buffalo Street, Orchard Park New York 14127, regarding a Local Law amending §101 Peddling, Soliciting, Transient Business and Mobile Food Vending. A copy of this law is available for viewing at the Town Clerk's Office during regular business hours. This local law shall take effect upon filing in the Office of the Secretary of State.

Remy C. Orffeo Town Clerk

October 16, 2024

Chapter 101. Peddling, Soliciting, Transient Businesses and Mobile Food Vending

§ 101-1. Purpose.

The purpose of this chapter is to promote and protect the health, safety and general welfare of the community and the preservation and protection of property in the Town of Orchard Park and its residents.

§ 101-2. Definitions.

The following words and phrases shall have the meanings set forth unless the context of their use clearly indicates otherwise:

APPLICANT

Any person by or for whom an application is made under this chapter.

CHARITABLE ORGANIZATION

- A. Any benevolent, philanthropic, patriotic, military veterans, not-for-profit, educational or religious association, society or other organization or any other association, society or organization qualified as a tax-exempt organization under Section 501 of the Internal Revenue Code.
- B. Any governmental entity or organization, including, without limitation, a school district, fire district and fire company.

MOBILE FOOD VEHICLE

A self-contained mobile food unit in which ready-to-eat food is prepared, cooked, wrapped, packaged, processed or portioned for service, sale, or distribution.

MOBILE FOOD VENDOR

The owner or owner's agent of a mobile food vehicle.

PEDDLER

A person who engages in peddling.

PEDDLING

- A. Selling or offering for sale, barter or exchange any property or service, either for immediate or future delivery or performance, upon any street, road or highway or from house to house in the Town, and including, without limitation, activities commonly known as "hawking."
- B. Delivery or distribution of advertising matter, literature, pamphlets, samples or handbills house to house or on any of the streets, roads or highways or by going from place to place in the Town, but not including the delivery or distribution of newspapers, magazines or political or religious materials.

PERSON

A natural person, corporation, partnership, association, joint venture, society or other organization or association of any kind, whether acting as principal, agent, employer or employee.

PROPERTY

Any goods, wares, merchandise or other article or thing of every kind or nature except newspapers.

SOLICITING

- A. Seeking, taking or offering contracts or orders for any property for future sale or delivery or performance of any service upon any street, road or highway or from house to house in the Town.
- B. Seeking or taking subscriptions or contributions of money or property upon any street, road or highway or from house to house in the Town.

SOLICITOR

A person who engages in soliciting.

STADIUM

The NFL/Buffalo Bills complex in Orchard Park, New York.

STADIUM VENDOR

A person who engages in vending at, or around, the Stadium during stadium events.

TOWN

The Town of Orchard Park outside the Village of Orchard Park.

TRANSIENT BUSINESS

A retail or wholesale business, other than a mobile food vehicle vendor (as regulated separately in this chapter), conducted from a temporary structure or tent, truck, van or trailer, stand, parking lot or vacant parcel of land, in a public right-of-way or in or on any other place in the Town, but not:

- A. Outdoor sales of property or services accessory to a business conducted within a permanent structure on the same premises; or
- B. The sale of food products raised or produced on the same premises from a temporary or seasonal stand, provided that the principal structure or activities otherwise comply with the zoning and other ordinances of the Town.

§ 101-3. Permit or registration required.

- A. No person shall engage in peddling, soliciting, mobile food vehicle vending or a transient business in the Town of Orchard Park without first obtaining a permit or registering, or both, as required by this chapter.
- B. No motor vehicle shall be used for peddling, mobile food vehicle vending or conducting a transient business unless a permit shall first have been obtained, which permit shall at all times be displayed in a conspicuous location that is visible from the outside of the vehicle.
- C. All mobile food vehicles shall be subject to inspection by the Code Enforcement Office prior to a permit being issued (2020 Fire Code of NYS Section 319, Mobile Food Preparation Vehicles) and will be issued an operating permit (2020 Fire Code of NYS Section 105.6) after inspection.

§ 101-4. Exemptions.

No permit under this chapter shall be required:

- A. By any charitable organization or its agents or employees or veterans licensed pursuant to General Business Law § 32.
- B. By any business, service or activity licensed under any other ordinance or law of the Town of Orchard Park.
- C. For lawn cutting, leaf raking and snow shoveling services for property.
- D. By political parties and candidates for public office.
- E. For peddlers and solicitors not over 16 years old.

§ 101-5. Hours.

- A. No peddling, soliciting or transient business activities, whether or not exempt from the permit requirements of this chapter, shall be conducted before 10:00 a.m. or after 5:00 pm Monday through Saturday and will not be permitted on Sundays or Federal Holidays.
- B. Mobile food vending shall not be conducted before 8:00 a.m. or after 11:00 p.m. on a nonresidential property or in a right-of-way adjacent to a nonresidential property, unless otherwise stipulated on the permit.
- C. Stadium vending permits shall be valid only on the day of the event for a period of four hours prior to, during, and four hours after the end of the stadium event.

§ 101-6. Application requirements.

- A. An application for a permit under this chapter shall contain the following:
 - (1) The name, home address and local address, if any, of the applicant.
 - (2) A physical description of the applicant, giving date of birth, height, weight and color of hair and eyes. The applicant must provide Government issued photo ID.
 - (3) The name and address of the person, if any, by whom the applicant is employed and for whom or through whom orders are to be solicited, cleared, filled or delivered.
 - (4) A description of the business or activity in which the applicant intends to engage and of the nature of any property or services involved.

- (5) For peddlers or solicitors, a list of crimes for which the applicant has been convicted, including the dates and places must be provided via a Town of Orchard Park Police Department approved background check. Such report or record must be dated no more than 30 days prior to the application.
 - (6) A statement as to the period of time during which the applicant intends to engage in the business or activity regulated under this chapter.
 - (7) Proof that the applicant, or his or her employer or principal, is registered for sales tax purposes, if the business or activity to be conducted is subject to sales or use tax.
 - (8) A description of any motor vehicle that will be used for pickup or delivery of property or for the purpose of bringing any such property into the Town for peddling, soliciting or transient business purposes, or from which a transient business will be conducted, to include the name of manufacturer, year, type of vehicle, vehicle identification number, registration plate number, title holder and name of the person other than the title holder to whom the vehicle is registered, if any.
 - (9) The location where a transient business or mobile food vending operation is to be conducted.
 - (10) Further information required by the Town Clerk or the Police Department.
- B. The application shall be signed by the applicant and sworn to before a notary public or other officer authorized to administer oaths.
- C. During Stadium events, when mobile food vending or a transient business is to be conducted on private property, the written consent of the property owner, if other than the applicant, shall be filed with the application or shall be prominently displayed on the mobile food vending vehicle or at the transient business site.

§ 101-7. Investigation of applicant.

For peddling, soliciting or vending permit applications, the Town Clerk's Office shall direct the applicant to a 3rd party agency to perform a background check after which the results will be provided to the clerk unaltered from the original distributor. The fee for the background check and any additional fees will be paid by the applicant. The Town Clerk shall forward a copy of the application and background check to the Police Department. The Police Department shall, to the extent possible, determine whether or not the applicant has accurately reported convictions and is otherwise a person of good moral character and reputation. A copy of any application for a transient business or mobile food vendor shall be forwarded to the Building Department. The Police and Building Departments shall report the results of their investigations of applications to the Town Clerk within 10 business days of receipt of the copy.

- A. The Police Department shall review and investigate the provided background check and provide the report of the results to the Town Clerk within 10 business days of the receipt of said report pursuant to the requirements of § 101-6 of this chapter.

§ 101-8. Fees.

The fees shall be paid to the Town Clerk with an application for a permit. The fees will be set by the Town Board at the yearly organizational meeting and then posted on the Town of Orchard Park website. The fees are nonrefundable.

§ 101-9. Permit regulations.

- A. After receipt of reports from the 3rd party agency for background checks and Building Department, when required, the Town Clerk shall forward the application to the Orchard Park Police Department for review and approval. After this the Town Clerk's Department may issue the permit requested unless the applicant for a peddler's or solicitor's permit has been convicted of a felony at any time or a misdemeanor involving moral turpitude within five years prior to the application, and has not been granted relief from civil disabilities, or otherwise is found not to be a person of good moral character and reputation.
- B. Solicitors' and peddlers' permits are effective for a six month duration beginning on the date of issuance. Transient business permits issued pursuant to this chapter will expire 30 days after issued. Stadium events vendors' permits are effective from May 1 of that year to April 30 of the following year. Mobile food vendor permits excluding stadium events shall be effective from January 1 of the year to December 31 of that year.
- C. Permits issued under this chapter shall not be transferable.
- D. A permit issued pursuant to this chapter may be revoked if, following its issuance, the Police Department determines that the applicant was convicted for any crime not reported in the application or is otherwise not a person of good moral character and reputation. A permit may also be revoked for any violation of this chapter committed after its issuance.

- E. A transient business permit shall be limited to a single location. If the location is in a public right-of-way, it must be approved by the state, county or Town authority having jurisdiction. If the location is not in a public right-of-way, it must be approved by the Building Department.
- F. For mobile food vendors:
- (1) It shall be unlawful to conduct business from a mobile food vehicle within a public right-of-way or on private property within the Town without having first obtained a valid mobile food vendor permit for each mobile food vehicle.
 - (2) It shall be unlawful for a mobile food vendor to conduct business in a location within 100 feet of the primary entrance of an establishment that is open to the public and where ready-to-eat food is prepared, cooked, wrapped, packaged, processed or portioned for service, sale, or distribution. This requirement shall be waived if permission for the mobile food vending operation is obtained from the owner of the property that contains the establishment where ready-to-eat food is prepared, cooked, wrapped, packaged, processed or portioned for service, sale or distribution.
 - (3) Within nonresidential zoning districts, it shall be unlawful for a mobile food vendor to conduct business at a single location within a public right-of-way for a duration exceeding three hours. Within residential zoning districts, it shall be unlawful for a mobile food vendor to conduct business within a public right-of-way except for mobile food vehicles that operate for less than 20 minutes at a single location or that operate within an area where a block party is being conducted.
 - (4) At all times, mobile food vendors must abide by the New York State Transportation Law and all applicable parking, vehicle and traffic laws, ordinances, rules and regulations.
 - (5) All signage associated with a mobile food vendor must be permanently affixed to the mobile food vehicle. No accessory signage shall be placed outside or around the mobile food vehicle.
 - (6) All mobile food vendors must provide trash receptacles of sufficient capacity to contain all trash and waste generated in association with the business of the mobile food vendor. All waste and trash shall be placed in the trash receptacles. All trash, waste, litter and debris shall be removed from the site of the vending operation at the end of each daily operation.
 - (7) It shall be unlawful to discharge liquid waste, fats, oils or grease on the land. Such discharges shall be held in appropriate containers and then disposed in a legally permissible manner.
 - (8) Mobile food vendors shall not conduct operation from a site that contains a gasoline service.
 - (9) Each mobile food vehicle shall be inspected annually by the Building Department for firesafety code compliance.
 - (10) All required permits shall be posted conspicuously on the mobile food vehicle.
 - (11) Each mobile food vehicle shall be registered as a commercial vehicle with the New York State Department of Motor Vehicles.
 - (12) When parked on a public or private right-of-way, products shall not be dispensed from the street side of the mobile food vehicle.
 - (13) A mobile food vehicle shall not be operated in reverse in order to attempt or make a sale.
 - (14) When parked on a public or private right-of-way, a mobile food vehicle shall not be parked within 60 feet of an intersection with another public or private right-of-way boundary.
 - (15) Provide a UL listing of equipment used for food preparation. This is to be added here/or in another place in the code.

§ 101-10. Prohibited acts.

- A. No person shall use private real property for any activity requiring a permit under this chapter without the written consent of the owner, and in compliance with § 101-6C.
- B. No person regulated by this chapter shall hawk or cry property, offers, contracts or services upon any location in the Town, or use any loudspeaker, horn or other sound-making device.
- C. No person holding a permit under this chapter shall engage in any activity regulated hereunder unless he or she has the permit on his or her person, or, as it pertains to a mobile food vendor, on the mobile food vehicle.

§ 101-11. Trespassing.

- A. The owner or occupant of a residential building may post a notice prohibiting peddlers and solicitors. The notice shall be placed in a conspicuous place adjacent to the entrance door of the building. The letters of the notice shall be at least 1/2 inch in height and shall contain a statement saying in substance that "peddlers or solicitors are prohibited." No person shall engage in any activity regulated by this chapter by attempting to enter a building

or ringing a doorbell or knocking on an entrance door to any residence building at which entrance such a notice has been posted.

- B. Any person engaged in an activity regulated under this chapter, whether that person is exempt or not, who has entered upon private property, whether invited or not, shall immediately and peacefully depart therefrom when requested to do so by any occupant.

§ 101-12. Stadium event vendor license.

The Town of Orchard Park stadium event vendor license is a license to sell goods, wares, or merchandise upon privately owned parcels within a one-mile radius from the center of the stadium. The license shall be valid only on event days for a period of four hours prior to, during, and four hours after the end of the stadium event. This license shall be valid only during the time period designated on the license. This license shall be issued in compliance with § 101-3 and §§ 101-5 through 101-10. The license fee shall be set by resolution of the Town Board of the Town of Orchard Park from time to time and be administered by the Town Clerk of the Town of Orchard Park.

§ 101-13. Penalties for offenses.

Any person who violates any provision of this chapter shall be guilty of a violation. Each violation shall be punishable by a fine not to exceed \$2,000.00 or by imprisonment for a period not to exceed 15 days, or both.

§ 101-14. Enforcement.

- A. This chapter shall be enforced by the Police Department and the Building Department of the Town of Orchard Park.
- B. Primary enforcement of the mobile food vending regulations contained in this chapter shall be the responsibility of the Building Department. Matters concerning the Vehicle and Traffic Law, the New York State Transportation Law, illegal parking and trespassing shall be the responsibility of the Police Department. If the Building Department determines an issue to be a police matter, the Building Department shall refer that issue to the Police Department.

§ 101-15. Severability.

The invalidity of any section or provision of this chapter shall not invalidate any other section or provision of this chapter.

WHEREAS, the Town of Orchard Park (TOWN) and the Orchard Park Police Benevolent Association (PBA) have agreed to a stipend for School Resource Officers and guaranteed right of first refusal for school and community policing related overtime, and

WHEREAS, the Town and the PBA have agreed to these additional benefits through a Memorandum of Understanding (MOU), and

WHEREAS, these benefits will be retroactively applied to September 2023. and

WHEREAS, a copy of the MOU is on file in the Town Clerk's Office

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Town Supervisor to sign the MOU with the PBA.



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.

October 30, 2024

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

**Re: Proposed Change Order #1
Eaglebrook Drive Reconstruction Project
TECsmith Inc. Professional Services (Flow Monitoring Services)**

Dear Board Members,

The Engineering Department is requesting your approval for a change order to the Professional Services Agreement for flow monitoring services with TECsmith, Inc. for the Eaglebrook Drive Reconstruction Project. The Erie County Department of Sewage Management (ECDSM) has requested that we add an additional node, which was not included in our original scope.

The initial set up cost to add another node will be \$2,200 and include the installation of one node and weekly service for the first month. After the first month, there will be a weekly charge of \$375 for monitoring services until a half inch rain event occurs or 90 days of data has been collected. The estimated cost is \$3,700.00, but additional weeks might be needed for monitoring.

There is currently funding allocated in account, GO009 Eaglebrook Sanitary Sewer \$276,353.00 for this work.

I, therefore, recommend that you approve Change Order #1 to the professional services agreement with TECsmith, Inc., PO Box 95, Clarence, New York, 14031 for the Eaglebrook Drive Reconstruction Project in the amount not to exceed \$4,450.00.

Very truly yours,

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

Attachment.

Cc: Remy Orffeo, Town Clerk
File:2006.009.1

Ethan Smith, TECsmith

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

October 24, 2024

Jordan Kellerman
Assistant Civil Engineer
Town of Orchard Park Engineering Department
4295 South Buffalo Street
Orchard Park, NY 14127

Quotation for Flow Monitoring Services – Additional Eagle Brook Flow Monitoring

Dear Jordan Kellerman,

This is our quote to provide sanitary sewer flow monitoring services for your project. This flow data will be used to evaluate the downstream capacity of the sanitary sewer system supporting your proposed project. We will flow monitor for a minimum of one month (4-weeks) with the intention of measuring the impact of a rainfall event greater than or equal to ½-inch of precipitation. In the event the required rainfall does not occur within this time period, flow monitoring is required to continue for a maximum of 90 days.

We are responsible for the performance (operation and function) of the meters we provide and manage. If one of our meters or sensors fails, we will replace it as soon as possible. We are not responsible for lost data due to problems that may occur in the sewer (beyond our control) that damage our equipment or affect the sensor's ability to take measurements.

TECSMITH technicians are trained in OSHA guidelines and procedures and use all the appropriate safety equipment for working in and around sewer systems.

Our charge for flow monitoring service is **\$2,200/meter**

- Your project involves One (1) nodes to monitor, weekly service, total expected to be **\$2,200**
- If an appropriate rainfall event (>0.5 inches of rain) is not measured during the initial monitoring period, we can continue the study with your approval, on a weekly basis at a charge of **\$375 / meter-week**.
- *Due to changes industry wide, TECsmith is requiring payment prior to submittal of flow monitoring report.*
- *Our terms are net-30 with a 2% interest charge applied monthly on late invoices.*

Thank you for this opportunity. Contact me if you have any questions or need more information. Based on our current schedule, we can install meters within a week of notice to proceed.

Sincerely,



Ethan Smith
President

Please issue a Purchase Order or complete the information below and return for us to schedule work.

Signature _____ Print Name _____ Date _____

PHONE NUMBER _____ Email _____

ADDRESS for Invoicing _____



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.

October 30, 2024

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

**Re: Chestnut Ridge Waterline Replacement Project
Final Change Order/Release of Retention**

Dear Board Members:

I am pleased to inform you that the paving work on Chestnut Ridge Waterline Replacement Project has been completed. On June 6, 2024, a final inspection was conducted and all of the work was completed in accordance with the contract documents and specifications.

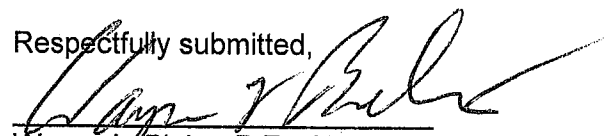
A two-year maintenance bond, in the amount of \$531,676.90, has been submitted along with the Affidavit of release of Liens, Affidavit of Subcontractor Payment and necessary legal documents. The Engineering Department is requesting your approval of the Final Change Order (attached) to close out the contract with 716 Site Contracting, Inc. in the amount of a deduct of \$265,923.10. If approved, this would decrease the total contract amount to \$531,676.90, representing a decrease of 33.34%.

Attached is a copy Final Change Order / and release of retention in the amount of \$26,583.85.

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

- Approve the change order/final payment and authorize release of retention for the Chestnut Ridge Waterline Replacement Project to 716 Site Contracting, Inc., PO Box 120, North Boston, New York 14110, in the amount of \$26,583.85.
- Authorize the Town Clerk to release 716 Site Contracting, Inc.'s performance security bond in the amount of \$797,600.

Respectfully submitted,


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

Attachments

Cc: Remy Orfeo, Town Clerk Timothy Gallagher, Town Attorney File #2012.013
716 Site Contracting, Inc. Andy Slotman, OP Highway Superintendent

S:\Town Projects\Bussendorfer Overlay Paving Project\Letter to TB FINAL PAYMENT LETTER_Chestnut Ridge Waterline Project.doc

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

ESTIMATE

Performance Cable and Drilling
LLC
62 Rankin Ct
West Seneca, NY 14224

am@pcandd.com
716-675-2530



Bill to
Bill Fulton
Town of Orchard Park
4295 S Buffalo St
Orchard Park, NY 14127

Ship to
Bill Fulton
Town of Orchard Park
4295 S Buffalo St
Orchard Park, NY 14127

Estimate details

Estimate no.: 1229
Estimate date: 08/18/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Misc	Labor, materials, and equipment to connect the 4" downstream gas line to the existing riser at Orchard Park Community Center - Numarco	1	\$4,750.00	\$4,750.00
Total						\$4,750.00

Accepted date

Accepted by

Town of Orchard Park

Resolutions for Amendment of Budgets

November 6, 2024

Ad Valorem Budget (General, Town Outside Village, and Highway Funds)

WHEREAS, officers and employees in charge of various administrative units of the government of the Town of Orchard Park have submitted estimates of revenues and expenditures for the fiscal year ending December 31, 2025, AND

WHEREAS, the Town Supervisor, as the Town's Budget Officer, has caused a tentative ad valorem budget to be prepared, and the Town Clerk has presented such budget to this Town Board, AND

WHEREAS, the Town Board has met and considered the preliminary budget for the year ending December 31, 2025, and a public meeting was conducted on November 6, 2024 as required by Section 108 of Town Law, NOW, THEREFORE, BE IT

RESOLVED, that the preliminary budget is changed, altered and revised and as hereinafter set forth, for the fiscal year ending December 31, 2025.

(Excel document)

RESOLVED, that the Orchard Park Town Board does hereby set the fee for Peddlers Permits as follows effective November 6, 2024:

- \$1,000.00 for 6 (six) months for Erie County Residents
- \$1,200.00 for 6 (six) months for Non-Erie County Residents

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

- Skibbreen Farm 5142 Bussendorfer Rd. Orchard Park, NY 14127

RESOLVED, that the Town Board does hereby approve the following Special Event Permit requests pending all fees have been paid and insurances have been provided:

- Wayland's Wicked 5K to be held November 10, 2024 from 10am – 11am.
- Fattey Turkey Baster Run November 16, 2024 from 10am – 11am.



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.

October 30, 2024

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

**Re: Consultant Agreement with C&S Companies
Professional Special Inspection Services
Multi-Use Maintenance Fuel Facility Replacement Project**

Dear Board Members:

As you are aware, the Town Board has awarded L&O Mechanical the contract for the construction of the Multi-Use Maintenance Fuel Facility. The Engineering Department had a Preconstruction Meeting with the Contractor on Tuesday of last week. The Contractor is finalizing his schedule and would like to start construction in the beginning of November.

Due to the complexity of this project, I am recommending the use of a consultant for the construction administration, observation and environmental monitoring. I have received a time and materials proposed from C&S Companies with a not to exceed price of \$194,406.00.

There is currently funding available in account AB015 "OP Highway Fuel Facility Replacement \$2,079,652.00 for this work. This scope includes the detention basin for the entire Master Plan facility, therefore, funding from other phases will be used as needed.

I, therefore, recommend that you authorize the Supervisor to sign the Attached Agreement with C&S Companies 141 Elm Street, Suite 100, Buffalo, New York 14203, for professional special construction inspection services for the Multi-Use Maintenance Fuel Facility Project, at an amount not to exceed \$194,406.00.

Respectfully submitted,

Wayne L. Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orfeo, Town Clerk
Nichole Ruf, Drescher & Malecki
Timothy Gallagher, Town Attorney
File #2022.022



TOWN OF ORCHARD PARK

ENGINEERING DEPARTMENT

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

Phone: (716) 662-6425
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TOWN ENGINEER
WAYNE L. BIELER, P.E.

October 30, 2024

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

Re: EBO Appointment of Eugene Majchrzak, Town Supervisor

Dear Board Members:

After the resolution on September 18th, 2024, the Town was informed by Christopher Church, NYSDOT Local Projects Coordinator, that the Town's appointed Municipal EBO Officer is required to be an elected official of the Town per NYSDOT Albany Office.

I therefore recommend you adopt the following resolutions as required;

RESOLVED, that the Town Board does hereby retract the appointment of Peter Lukasiewicz as the town's Municipal EBO Officer; and

RESOLVED, that the Town Board does hereby appoint Eugene Majchrzak, Town Supervisor, as the Town's Municipal EBO Officer with the NYSDOT to handle all necessary reporting, per State guidelines as recommended by the Town Engineer.

Respectfully submitted,

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

Cc: Remy Orffeo, Town Clerk
Timothy Gallagher, Town Attorney

Eugene Majchrzak, Town Supervisor
Jeff Petrus, Orchard Park School District

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



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.

October 31, 2024

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

**Re: *Labella Associates, D.P.C.
Professional Services Agreement
Preliminary Stadium Area Comprehensive Development Plan***

Dear Board Members:

As you are aware, the Town has secured State funding for the development of a comprehensive plan for the use of land around the new Buffalo Bills Stadium. The Engineering Department has requested proposals from the top master planners. A committee was formed to review the proposals and it is our recommendation for the Town to hire Labella Associates, D.P.C. Labella is a national leader in planning for sports-anchored entertainment and mixed-use development.

I have negotiated a detailed scope of work and proposed fee with Labella to complete a master plan of the area including a market study, community engagement, infrastructure analysis, transportation analysis, zoning and development regulations and a case study, at a cost not to exceed \$247,700.00. The Town is receiving \$200,000.00 from grant funding for this study so an additional \$47,700 is needed.

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

- Authorize the Supervisor to sign an agreement with Labella Associates, D.P.C, 300 State Street, Rochester, NY 14614 to provide professional design services for the Preliminary Stadium Area Comprehensive Development Plan, for a fee not to exceed of \$247,700.00
- Approve the creation of Capital Account "AB020 Stadium Area Comprehensive Plan".

Respectfully submitted,

Wayne L. Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orfeo, Town Clerk
Nichole Ruf, Drescher & Malecki
Timothy Gallagher, Town Attorney
File #2024.024

S:\Town Projects\DR-2 Rezoning\New Stadium Area Comprehensive Plan\TB Letter_Consultant Agreement_Labella.doc

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

Professional Services Agreement

Agreement made the _____ day of _____, 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Orchard Park
("Client")

for services related to the following Project:

Preliminary Stadium Area Comprehensive Development Plan
Orchard Park, NY
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated September 13, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

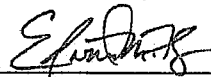
Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Town of Orchard Park

By: 

By: _____

Name Edward Flynn

Name _____

Title VP, Director of Planning

Title _____

Date: 10/28/2024

Date _____

Exhibit A
LaBella's Proposal

PROJECT UNDERSTANDING, APPROACH + SCOPE OF WORK

Why we are uniquely qualified.

LaBella is a national leader planning for sports-anchored entertainment and mixed-use developments. This is in our wheelhouse. Over the past five years, we have completed over three dozen master planning projects in 27 states for entertainment and mixed-use developments in association with soccer, football, or baseball stadiums as the primary catalysts.

Each of these projects presented unique opportunities and challenges with the potential to create long-lasting community benefits. But in every project, we addressed how to create an entertainment and mixed-use development around a new stadium that would be a destination attracting community participation on both gamedays and non-gamedays. People are attracted by the main stadium sporting events - but also by experiencing other entertainment and food & beverage offerings before and after each event and year-round.

We understand how important it is to integrate these developments within the context of the surrounding districts or neighborhoods as if they grew organically as part of the community. The seamless connectivity of roadways, pedestrian paths, landscaping, etc. helps to soften the transition from established neighborhoods to the new destination environments - and reduces neighborhood opposition. Our focus is always to create vibrant and financially sustainable entertainment and mixed-use developments that complement rather than compete with surrounding neighborhoods.

Placemaking

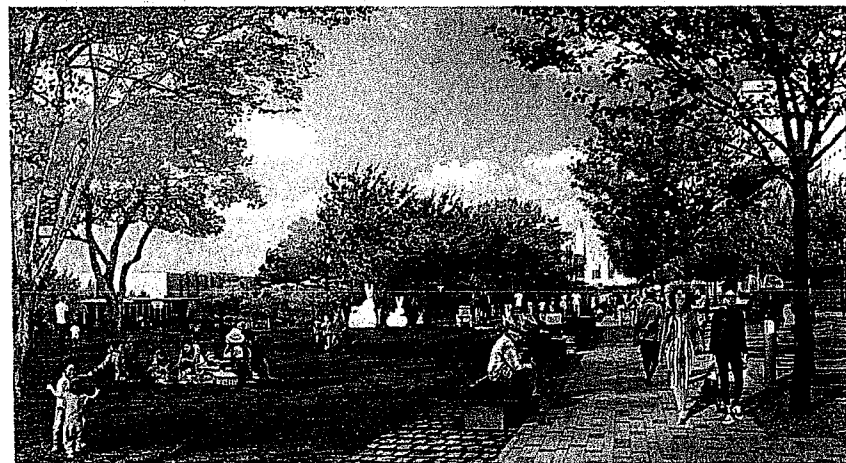
We are the site designers and engineers for the area immediately surrounding the new Bills' stadium. We know this area! Based on our experience and knowledge of the area, we will develop placemaking strategies that will leverage the area's established sports and event atmosphere with vision for the future development of the district and existing neighborhood character.

In its public space, parks, and streetscape design work, LaBella has worked within the context of an existing site to provide the best location and to provide design details that are sensitive to the surrounding area and landscape while addressing all ADA accessibility issues, pedestrian circulation, wayfinding considerations, lighting, and safety. In our site work, we look at the use of landscape details that enhance the pedestrian experience. We will strive to help create a "stadium Neighborhood" through various branding techniques such as logos and signage so that residents and businesses take pride and ownership roles in the newly created development.

Appropriate indication of entrance into this special place would be recommended and highly desirable. A gateway for this place should reflect the festive, joyous, and anticipatory feelings that come with a trip to see the Bills on game day. Once there, visitors need to have a variety of activities to do and participate in. Appropriate directional signage would be required.

Trail connections for pedestrian and bicycle visitors visiting from surrounding neighborhoods and beyond will be important in the organization of space for the Highmark Stadium Area. There will be those who are quite comfortable hiking or biking for five miles or more to visit the site and participate in shopping, exercise, and the various activities offered.

Public green spaces will be considered to revive older, tired, and abandoned parts of the stadium site, converting older buildings, vacant lots, and former parking lot sites into vibrant areas for community activities, ranging from free events to, of course, old-fashioned pick-up yard games like cornhole, frisbee, and ladder toss.

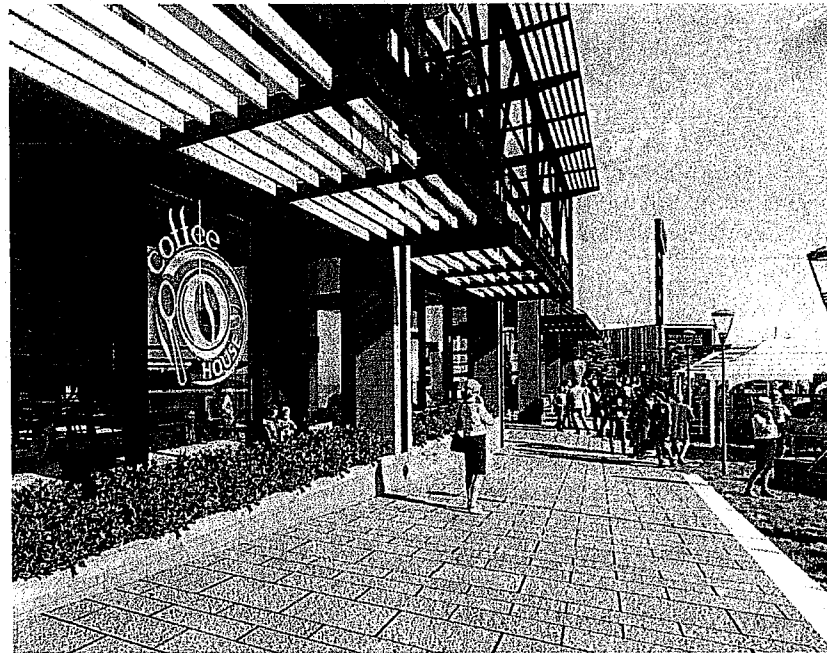


The Highmark Stadium site will need to incorporate activities and attractions for youth such as playgrounds, game areas, and the like.

New site improvements need to be serviceable and sustainable within the capability of the designated maintenance entity (private or public). Features should be designed to require a minimum of maintenance over the long term by incorporating durable, cost-effective materials that can be easily replaced in a cost-effective manner. Each proposed element needs to be assessed for its vulnerability to vandalism and promotion of undesirable activities.

Community spaces should invite people of all backgrounds and abilities to participate and feel attracted to and connected to the space. A clock tower, observation deck feature or other attractions in the public space should be thought-provoking and engaging, but also welcoming and embracing. An observation deck high above the surrounding landscape with views of the stadium would itself be an attraction from which visitors could see the stadium and the exciting space surrounding it. New destination attractions and improvements can become important in the community as they become a catalyst for other new commercial, social and economic improvements.

It will be important to consider keeping some space open for changing displays, events, and programs. During the design process, we will work with the Town staff and their partners to identify the local businesses, educational institutions and the like that can help activate the space and bring programs that



are educational, informative, and fun! Some things to consider include:

- Agri-Food / Farmer's Market – rising in importance in the local economy.
- Local wineries and breweries
- Informal art shows
- Special events
- Bills Mafia gathering space

The streetscape, including wayfinding and informational kiosks, can serve to help re-connect neighborhood residents and visitors alike to the rich history of the Town, the Buffalo Bills, and the surrounding metropolitan area by displaying interpretive signage describing nearby industry, historical events, and people that were important to building the rich and diverse fabric of the region.

Beneficial Development Opportunities

Venue-Strategies will provide a market analysis designed to help identify local and regional demand-driven support for several potential development ("highest and best use") options within a mixed-use framework, including:

- Multi-purpose sports and recreation
- Destination entertainment and retail
- Lodging
- Food & Beverage
- Multifamily residential

An initial "go/no-go" approach to market demand analysis will be employed that defines local and regional market demographic characteristics, competitive market area, and targeted economic drivers of demand to provide an early understanding about the viability of each potential use.

This approach is designed to control engagement costs and focus resources to help identify the optimum highest and best use mix. The resulting development concept program will describe the competitive market positioning and capture potential, square foot allocation, projected absorption, and cash flow generated for each identified use within a set of possible development scenarios at the site.

Our planning team will then analyze the site for development opportunities – with a focus on placemaking, community spaces, and public green space. We will develop initial master plan concepts to test the marketability and financial sustainability of the proposed uses. Our initial master plan concepts will be reviewed for further community and stakeholder input.

After arriving at the preferred master plan concept based on the overall project vision and community and stakeholder consensus, we will then develop a final development master plan. This will include a written development program along with 2-D and 3-D presentation drawings of the proposed master plan to illustrate the overall vision and concepts for public presentation purposes.

Site Infrastructure Feasibility Analysis

To support area development, our site engineers will then assess the feasibility of the existing infrastructure to support new development. Based on their experience with the stadium project, the area's infrastructure is already stressed and will likely require upgrades to support new development. Engineers will assess water, sanitary sewer, and storm sewer systems as part of this task and also incorporate considerations for regional stormwater controls and green infrastructure.

Community Engagement

The suggested outreach efforts we propose.

- **Stakeholder Interviews**

We will interview key people identified by the Project Steering Committee. Interviews will be conducted by telephone or in person during a half day or day long series of meetings. The results of these interviews will be summarized.

- **Focus Group Meetings**

We will work with the Project Steering Committee to formulate key focus groups and then hold meetings with each group. The meetings will be used to obtain input on the major issues to be addressed in the plan.

- **Walking/Driving Tour**

We can arrange a walking/driving tour to see key sites and get our feet on the ground to understand what's going on in the area.

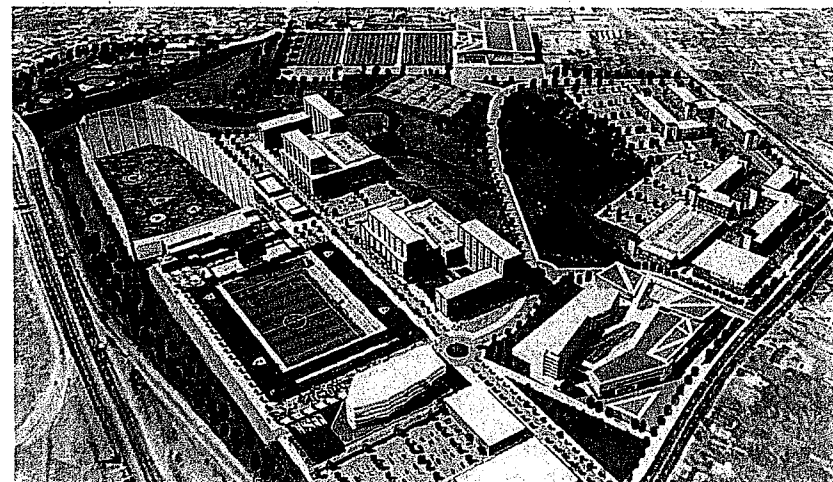
- **Web Outreach & Social-Media**

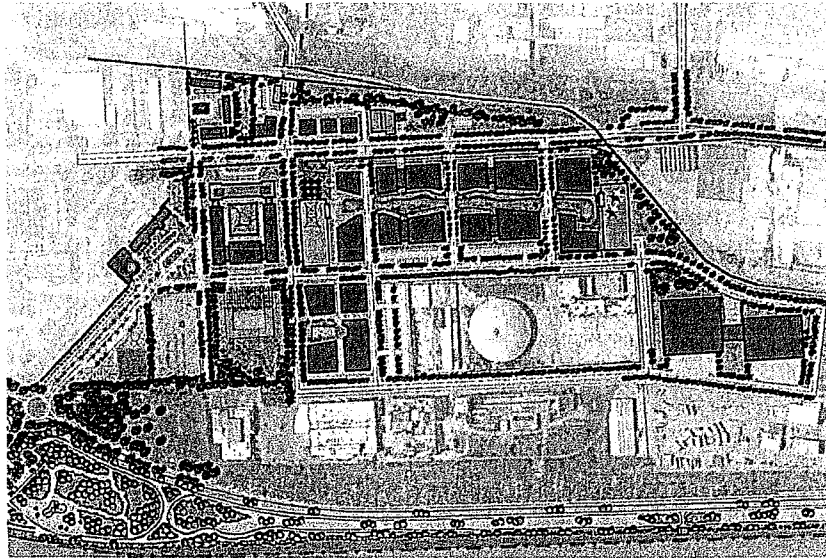
We will use social media (blog, Facebook, Twitter) and a project website to inform and engage the public. If desired by the Town, we envision establishing a project website and using online community engagement. We will prepare meeting announcements, meeting notes, mapping products and other communications about the effort for posting on the web page.

- **Public Open Houses**

The first public open house and workshop will allow the general public to offer their insight and perspective on the current opportunities and issues regarding stadium area development. Part of this workshop will be a guided exercise to identify key strengths, weaknesses, opportunities and threats in the project area and how they relate to topics to be addressed in the master plan and proposed development regulations.

The second public meeting will also be in the form of an open house where participants can learn and comment on about the draft proposed Master Plan, proposed development regulations, and proposed multi-modal transportation improvements.





Grant Administration

We will assist the Town with administration of the grant to ensure compliance and reimbursement of funds. This may include compliance with the State Historic Preservation Office (SHPO), Minority/Women-owned Business Enterprises, and the State Environmental Quality Review Act SEQRA).

LaBella will also help prepare disbursement requests and associated reporting required by Empire State Development (ESD).

Updating Regulations

Review of Plans, Documents, and Data

Laws and Plans Review – LaBella will conduct a review of the Town's existing Subdivision and Zoning Law, Zoning Map, and additional relevant local, regional, and state plans, laws, policies, and procedures for the project area.

Land Use Analysis

To obtain a more current understanding of the Town's land uses in the project area and development patterns, we will prepare a Land Use Analysis

using current real property data from Erie County. As part of the analysis, a land use map will be prepared to assist the Town in understanding how the current land use laws are guiding growth, economic development, and placemaking in the project area. The resulting analysis will assist the committee & Town representatives, and the public in identifying issues and recommendations to address during the update process. In addition, a Future Land Use Map could be prepared to visualize potential desired growth patterns and associated Zoning Map amendments.

The Stadium Area Master Plan will inform the future land use analysis, development regulations, and design requirements.

Develop Preliminary Recommendations Memo

We will prepare a recommendations memo that documents the findings from the evaluation of the existing code, Master Plan vision, and stakeholder input. The report will identify and evaluate code provisions that are inconsistent with helping to advance the Town's goals for the project area.

The evaluation report will identify needed revisions to comply with NYS Town Law, Town policies, and internal consistency. The report will provide recommendations for amendments to the zoning and subdivision regulations, design standards/guidelines, if applicable, zoning map, zoning district schedules and development review procedures. This report will serve as a framework for updating the Law.

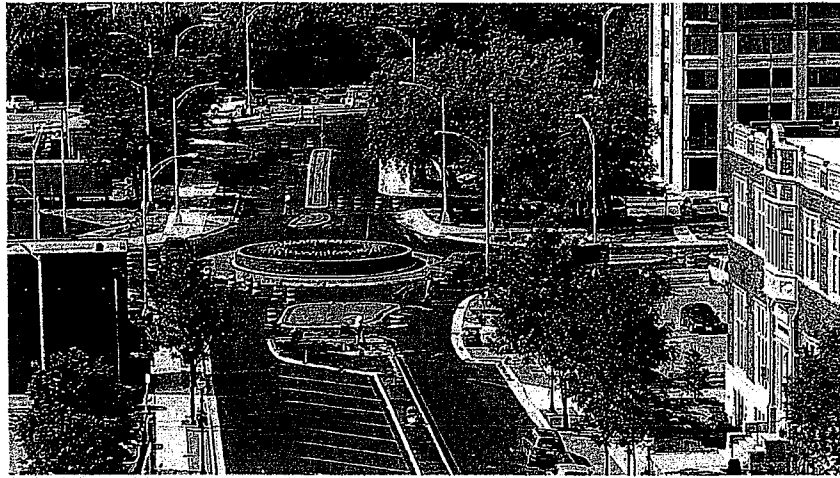
Draft Land Use Law Amendments

In coordination with the Rezoning Committee, we will prepare the draft text and map of the proposed zoning and subdivision regulations to ensure consistency with committee input, State enabling legislation, and public/ focus group input.

District purposes will be prepared, followed by a review of allowable uses, density, and associated regulations for each. Additional sections to be prepared will include, but not limited to site plan, special use, subdivision, and other project review procedures, housing and density, pedestrian and bicycle connections, design guidelines/standards, placemaking, environmental/historic resources, shared parking and access, parking on residential lots, signage, lighting, landscaping, and additional regulations identified during the update process.

Draft Review/Revisions

We will review the draft code amendments with the committee, Town Attorney, and other Town staff as requested, and compile recommended revisions. Up to three (3) revised drafts of the code are expected to ensure all issues have been properly addressed. Upon approval by the committee and Town Attorney, a final draft of the Law will be forwarded to the Town Board.



Adoption Process

Public Hearing

We will attend the Town Board public hearing, present a summary of the project, and highlight proposed changes. To facilitate the adoption process, we will assist with referrals to the Town and County Planning Boards, other boards/agencies identified by the Town, and posting the Draft Law on the Town's website. A 30 – 45-day comment period is also recommended. A summary of all public and agency comments on the Draft Law will be prepared for Town Board review. Revisions will be made to the draft zoning code and map based on referrals and direction by the Town Board.

Final Code

Based on public and agency input during the public hearing and comment period, we will work with Town representatives to prepare up to two (2) revised drafts of the Zoning and Subdivision Law. If substantive changes are made, an additional public hearing may be necessary. We will also prepare the associated SEQR environmental assessment forms for the update.

LaBella will also help prepare disbursement requests and associated reporting required by Empire State Development (ESD).

Transportation Studies

Project Understanding

The Stadium Area Comprehensive Study provides a unique opportunity to provide multi-modal solutions that will connect the new Highmark stadium with Orchard Park's destination anchor points and propel the Town's continued development. Transportation services will assess mobility, safety, connectivity, and access for all users. Improvements, especially along the roadway network, will provide safe access for all users providing both economic development and quality of life benefits to residents, tourists, and businesses in the Town and the region. The LaBella Associates Team looks forward to working with the Town, Buffalo Bills organization, County, NYSDOT, and the stakeholders to advance the project and continue Orchard Park's economic momentum.

Phase 01 – Transportation Study

LaBella will perform an inventory of existing intersection geometry, posted speed limits, lane widths, traffic signal timing and phasing, intersection control, transit services and facilities, bicycle and pedestrian facilities, and surrounding land uses to establish existing conditions.

LaBella will utilize the data to establish the 2024 existing conditions. This may involve volume balancing and calibration, which will be performed based on industry-standard practices as necessary. A traffic volume map will be prepared for each study peak hour (i.e., weekday morning and weekday evening). LaBella will then forecast the growth in traffic on the surrounding roadway network within the expected time frame (or horizon year) of the project. This will include:

- (a) the application of a background growth rate and,
- (b) inclusion of unassociated site-specific projects that are expected to increase background traffic levels in the study area.

LaBella will utilize the industry-standard Institute of Transportation Engineering (ITE) Trip Generation Manual, 11th Edition, to forecast the future trip generation based on the projected development. Assumptions in conjunction with the Town will be made regarding the type of future developments. The trip generation will be distributed within the roadway network, assigned to the study intersections based on probable arrival and departure paths, and added to the No-Build Condition volumes to establish the Build Condition volumes.

In addition to vehicle trip distribution and assignment, LaBella will also examine pedestrian trip generation and the likely desire lines and routes of future residents on foot. LaBella will identify areas where the pedestrian infrastructure can be strengthened to improve walkability and safety.

LaBella will build a microsimulation model of the study network utilizing Synchro/SimTraffic software. LaBella will analyze the study intersections and roadways in Synchro/SimTraffic, which will provide measures of effectiveness (MOEs) such as intersection level of service, intersection delay, approach queue length, and volume/capacity ratio. The model will utilize the field inventory performed during the data collection phase (e.g., intersection geometry and lane widths); traffic signal timing and phasing parameters; volume data for vehicles, bicyclists, and pedestrians; and vehicle classifications (e.g., passenger vehicles, buses, and trucks).

The level of service analysis will be summarized and discussed in the technical report as an appendix to the study. LaBella will identify intersections that would be adversely impacted in the study area and explore ways to mitigate the impacts. Mitigation could be in the form of traffic signal timing modifications, physical capacity improvements, or transportation demand management (TDM). TDM measures consider reducing the amount of vehicular traffic generated by a project so that its footprint on the roadway network is less. Examples of TDM measures could include enhancing transit facilities, providing robust alternatives to driving such as better pedestrian and bicycle facilities, and offering a rideshare service such as a shuttle to/from the stadium.



LaBella will request the most recent three-year period of available crash data from the NYSDOT. Crashes will be reviewed and summarized by severity and type. LaBella will identify potential ways to mitigate specific crash patterns and safety concerns as deemed necessary.

LaBella's efforts will be summarized in a technical report presenting the study's objective, methodology, findings, and recommendations. The traffic volume maps, raw data, and traffic analysis output sheets will form the appendix of the report.

Phase 02 — Alternative Transportation Modes and Access Management

LaBella will inventory and assess pedestrian, bicycle, and transit demand, travel patterns, circulation and access in the stadium area. We will start by mapping existing facilities for all modes of transportation including pedestrian, bicycle and trail infrastructure utilizing maps, sketches and other infographics. In addition to the physical infrastructure, we will use Replica data to review existing origin-destination patterns by travel mode and trip purpose to develop an understanding of how people use the transportation network and identify potential barriers and infrastructure gaps. One such barrier is the South Branch Smoke Creek which prevents convenient pedestrian access between the stadium and areas to the east. As such, we will evaluate the potential for a pedestrian bridge to connect the stadium to properties along California Road, reducing pedestrian travel distances and encouraging a safe and convenient path to the new stadium.

Based on this understanding of existing conditions and potential future development resulting from the new stadium, we will identify the need and demand for new bicycle, pedestrian, and transit facilities that provide safe and convenient connections to key destinations. Likewise, we will identify opportunities to improve access management, wayfinding, traffic calming measures, amenities, and aesthetic appeal. Equally important is a review of the existing regulatory framework (Zoning, Complete Streets, NYSDOT standards) with a focus on pedestrians, bicyclists, transit, and access management.

The study will identify opportunities to improve Town roadways and trail connections that will make walking and bicycling safer. It will focus on opportunities within the stadium area to improve access and enhance walkability and potential connections to the Town's pedestrian trail network and/or GBNRTC bicycle masterplan facilities. The LaBella Associates Team looks forward to working with the Town, GBNRTC, GO Bike Buffalo, and the Stakeholders to build community support for bicycle and pedestrian improvements, identify specific projects that would improve bicycle and pedestrian safety and connectivity, and advance the study goals and strategies.

The study will recommend roadway configurations, trailhead improvements, access management projects, complete streets, sidewalks construction, activated crossings, trail connections, amenities, signage and/or traffic calming measures or other improvements to enhance bicycle and pedestrian access and safety. The recommendations will be based

on the Town's future land use plan and the community's desires for land use, design, and key connections.

Phase 03 — Rail Transit

While rail has the potential to move large amounts of people to/from the stadium, it will be important to balance the anticipated passenger demand with capital and operating costs. LaBella will perform a high-level assessment of the potential viability of rail transit to/from the stadium. We will start by compiling available data about the rail network including the location of existing rail lines, number of tracks, ownership, and usage. We will then assess the viability of rail for passenger travel to/from the stadium area during a typical weekday, as well as during a stadium event. To assess a typical weekday, we will conduct a literature review to identify land use and density thresholds that can support passenger rail transit and compare the existing and future conditions in the stadium area to the thresholds. Relative to stadium events, we will develop a target mode split and identify the potential number of passengers and anticipated rail capacity needed to ensure that rail transit is a viable option. After completing these analyses, we will prepare a technical memo summarizing the benefits and drawbacks of passenger rail to/from the stadium.



Task	Labella			Venue Strategies		Hours / Task	Cost / Task
	Principal	Proj. Mgr / Senior Staff	Mid & Junior Level Staff	Sr. & Mid			
Project Management	40	24		16	80	\$19,200	
Public Participation / Stakeholder Engagement:	40	64	24	0	128	\$25,800	
Architecture	24	16					
Traffic Engineering		8					
Planning, Zoning, & Economic Feasibility	16	40	24				
Landscape Architecture							
Draft Study	56	208	168	160	592	\$120,600	
Architecture	24	120	80				
Traffic Engineering	16	24	24				
Planning, Zoning, & Economic Feasibility	16	40	24	160			
Landscape Architecture		24	40				
Final Study	48	120	160	44	372	\$68,100	
Architecture	16	80	80				
Traffic Engineering	16	16	16				
Planning, Zoning, & Economic Feasibility	16	24	24	40			
Landscape Architecture			40				
Total Hours	184	416	352	220	1172	\$233,700	
Blended Rates	\$250	\$200	\$125	\$275		\$0	
General Expenses - All Firms	\$1,000	\$1,000	\$1,000	\$1,000		\$4,000	
TOTAL	\$17,000	\$84,200	\$45,000	\$61,500		\$237,700	

All fees and rates include fringe benefits, overhead and profit

SCHEDULE

	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025
Project & Report Activities	Market Study, Case Studies, Existing Conditions / Site Reconnaissance & Boundary definition	Draft Master Plan, Land Use Strategies, and Infrastructure Upgrades	Final Master Plan, Zoning / Regulatory Updates, and Infrastructure Upgrades				Assist with Zoning & Regulatory Update Adoption					
Public & Stakeholder Participation	Stakeholder Interviews	Public Open House			Public Open House II							
Project Advisory Committee	Kickoff Meeting	Review Market Study, Case Studies, Exist Cond & Prep Open House	Review Draft Master Plan, Land Use Strat., & Infra-struct. upgrades				Wrap Up & Prep for Zoning & Regulatory Adoption					

DELIVERABLES

Master Plan

- 2D Plan
- 3D Visualization
- Buildings, Streets, Parks, Gateways, etc.

Engagement

- Two Open Houses
- Stakeholder interviews
- Committee Meetings?

Economic & Market Analysis

- Feasible Uses

Basic Infrastructure Analysis

- Water, Sewer, Storm, Green Infrastructure

Basic Alternative Transportation Analysis

- Bike, Pedestrian
- Traffic Calming
- Transit

Zoning & Dev. Regulations

- Uses
- Bulk Requirements
- Design
- Site /Subdivision

Case Studies

- Similar communities, similar conditions; master plan alignment

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.



**TOWN OF
ORCHARD PARK**

MEMORANDUM

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

DATE: 11/1/24

TO: Town Clerk, Remy Orffeo
Jenifer Brady
Building Inspector Tom Minor

FROM: Rosemary Messina

SUBJECT: November 6, 2024 - TB Agenda new item(s) for referral

NEW BUSINESS:

Please refer the following to the Planning & Conservation Boards, for their review and recommendation of the following:

1. 10 Cobham Drive, "Mission Systems Orchard Park Inc.", (previously known as "Carleton Controls"), Zoned I-1, is requesting that the adjacent Vacant Land they own, Zoned R-3, be rezoned to I-1. (SBL#'s 161.18-22 & 161.18-2-1)
2. V/L Taylor Road, +/- 3.0 Acres, located on the east side of Taylor Road, north of 4121 Taylor Road, Zoned R-D. Pleasant Acres West LLC is requesting to construct a flex warehouse facility with ingress/egress onto Taylor Road. (SBL#161-19.-2-1)

BUILDING DEPARTMENT COPY: Please review above and indicate if any Zoning corrections are needed.

Reviewed by: _____ Date: _____