

WHEREAS, The Orchard Park Town Board approved a resolution establishing a Steering Committee for the Stadium Re-Zoning Project at its December 18, 2024 regular meeting, and

WHEREAS, the third Resolved requires a monthly report, and

WHEREAS, there may be months where there are no meetings and thus no report is required,

NOW, THEREFORE be it

RESOLVED, by the Town Board of Orchard Park, that the resolution under New Business #4 “Establish a Steering Committee for the Stadium Re-Zoning Product” is amended by deleting the following: RESOLVED, that the Steering Committee shall report its findings and progress to the Town Board once a month and seek approval for major decisions and milestones”; and be it further

RESOLVED, the Steering Committee shall report its findings and progress on an as needed basis, and be it further

RESOLVED that the responsibility for creating an agenda item shall be with the Steering Committee.

RESOLVED, that the Town Board does hereby approve the Special Event Permit request for the Lyme WNY 5K Run to be held on Saturday May 4, 2025 from 9:30AM – 12PM pending departmental approvals, all fees have been paid and insurances have been provided.

WHEREAS, the Town of Orchard Park has completed an inspection of the food truck for Bullriders BBQ & Mac, and

WHEREAS, the Town of Orchard Park Fire Inspector has approved an Operating Permit for the Bullriders BBQ & Mac Food Truck, and

WHEREAS, the Operating Permit fee and Town of Orchard Park Mobile Food Vending Permit fee have been paid; and

WHEREAS, a certificate of liability insurance has been provided; and

WHEREAS, Bullriders BBQ & Mac has agreed to comply with the Town of Orchard Park Town Code and policies.

NOW, THEREFORE be it

RESOLVED, that the Town Board of Orchard Park approves the Operating Permit and the Mobile Food Vending Permit of the Bullriders BBQ & Mac Food Truck in the Town of Orchard Park for the year 2025.

RESOLVED, that the Town Board is hereby authorized to approve the following residents appointments to the 2025 part-time Seasonal staff for the Orchard Park Recreation Department effective to March 22, 2025 as recommended by the Recreation Director:

Lila Bell	\$16.75 Lifeguard 1
Daniel Johnson	\$16.75 Lifeguard 1 *
Sienna Mills	\$16.75 Lifeguard 1
Josephine Patronik	\$16.25 Program Coordinator 1
Mariella Pericak	\$16.25 Program Coordinator 1
Matthew Wright	\$16.75 Lifeguard 1

RESOLVED, that the Town Board does hereby approve the appointment of Sandy Vecioto to the part time position of Front Desk Receptionist at the Orchard Park Senior Center with a starting rate of \$17.00 per hour working 12 hours per week and a starting date of March 20, 2025 upon the recommendation of the Senior Center Director.

RESOLVED, that the Town Board does hereby approve the appointment of Shannon Liggett to the part time position of Front Desk Receptionist at the Orchard Park Senior Center with a starting rate of \$18.00 per hour working 16 hours per week and a starting date of March 20, 2025 upon the recommendation of the Senior Center Director.

RESOLVED, that the Town Board approves the appointments of Lucas Pruch and Abigail Guzzino to fill the current vacancies on the Recreation Commission. Both have applied via the Town of Orchard Park Committee/ Board Interest Form and both have attended Recreation Commission meetings. Lucas works within the Recreation Industry and lives with his family in Orchard Park. Abigail grew up in Orchard Park and is currently a Physical Education Teacher at Orchard Park High School. Both will bring a wealth of knowledge and insight to the Recreation Commission. These appointments are recommended by the Orchard Park Recreation Director.



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.

March 14, 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
Town of Orchard Park Comprehensive Plan 2025 Update**

Dear Board Members:

As you are aware, the Town has secured State funding for the update of the Town of Orchard Park Comprehensive Plan, with an eye to shaping the future development of Orchard Park. As a continuation of and complement to LaBella Associates', D.P.C., work on the new stadium area master plan, it is our recommendation for the Town to contract LaBella for further professional planning services in completing this critical work. LaBella is a national leader in planning for municipalities, sports-anchored entertainment, and mixed-use development, with extensive experience in and around the Town of Orchard Park as well as nationwide.

A detailed scope of work was submitted and proposed fee by Labella to complete a Comprehensive Plan of the area including a market study, community engagement, infrastructure analysis, transportation analysis, zoning and development regulations, at a cost not to exceed \$41,000.00. The Town is receiving \$35,000.00 from grant funding for this study so an additional \$6,000.00 is needed.

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

- Approve the creation of Capital Account "AB023 Town of Orchard Park Comprehensive Plan Update 2025" and transfer \$6,000.00 possibly from AB001 Unallocated General Building Projects.
- 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 Town of Orchard Park Comprehensive Plan Review and Update, for a fee not to exceed of \$41,000.00

Respectfully submitted,


Wayne L Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orffeo, Town Clerk
Nichole Ruf, Drescher & Malecki
Timothy Gallagher, Town Attorney
File #2025.005

S:\Town Projects\2025.005 Town of Orchard Park Comprehensive Plan Update\TB Letter_Consultant Agreement_Labella 3-13-25.doc

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

WLB

Professional Services Agreement

Agreement made the _____ day of _____, 2025
between

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

and

Town of Orchard Park
("Client")

for services related to the following Project:

Comprehensive Plan Update
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 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

COMPRHENSIVE PLAN UPDATE SCOPE

Town of Orchard Park

Scope of Work

LaBella Associates will update the Town's current comprehensive plan in coordination with the stadium area plan. LaBella proposes the following approach for the Town of Orchard Park comprehensive plan update in coordination with the stadium plan:

A. Project Coordination / Committee Meetings

LaBella Associates proposes to coordinate all project activities with a Steering Committee established by the Town. We propose to facilitate four (3) Steering Committee meetings, two (2) public meetings, and will attend the Town Board public hearing. LaBella Associates will also schedule monthly project management meetings with Town staff and the Steering Committee chair(s), facilitate the sharing of information, and keep the Steering Committee engaged and up to date. We may incorporate or combine meetings with the Orchard Park Stadium Plan.

B. Public Engagement

LaBella Associates proposes to facilitate two (2) public meetings/ workshops/ open houses and will attend the Town Board public hearing.

Briefly, here are some of the suggested outreach efforts we propose.

- **Public Open House** - At the start of the project we will conduct a public open house. Participants are introduced to the project, including background information, and are engaged through a series of issues and opportunities exercises in an Open House format with stations. This information will serve as the basis for developing a vision statement and set the framework for future activities.
- **Stakeholder Interviews** - We will interview key persons 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.
- **Town Tour** - Before the first steering committee meeting we will work with the Town to arrange a driving tour to see key sites, explore the Town's neighborhoods, parks, and recreation, look at pending development, and get our feet on the ground to understand what's going on about the Town.
- **Web Outreach & Social Media**- We will leverage social media upon direction of the Town (blog, Facebook, Twitter) and a project website, if desired, to inform and engage the public. We will prepare meeting announcements, meeting notes, mapping products, and other communications about the effort for posting on the Town's web page. The Town will be responsible for the actual posting of the material.

Public Workshops

The first public workshop will allow the general public to offer their insight and perspective on the current Comprehensive Plan and development regulations. It will also provide an opportunity for participants to review existing conditions that may influence future recommendations. Part of this workshop will be an exercise to identify key Strengths, Weaknesses, Opportunities, and Threats in the Town of Orchard Park and how they relate to topics to be addressed in the comprehensive plan. A visual preference survey may also be included to help identify the community's preferred character of future development (density, design, types of development, etc.).

The second public workshop will focus on the plan recommendations and the future land use direction for the Town. Participants will be able to review the recommendations and provide comments.

C. Comprehensive Plan Update

The comprehensive plan update will include the following general tasks:

- Identify key issues and articulate a community vision
- Document current conditions and trends
- Consider existing plans, studies, and regulations
- Analyze issues and opportunities
- Prepare Implementation Strategy
- Prepare draft and final Comprehensive Plan

The proposed scope of work can be adapted to meet the Town's preferences and priorities.

1. Identify key issues and articulate community vision

LaBella will work with the Steering Committee and Town officials to identify the key issues to be addressed in the planning process. LaBella will help the Town identify its vision in an effort to express community priorities and future goals, consistent with input from the public through public meetings and stakeholder interviews.

2. Prepare an updated Community Profile

LaBella will compile data on population, housing, land use, infrastructure, business development, vacant buildings, government services, and community facilities. The inventory will help identify existing concerns, needs, and opportunities. A series of GIS-based reference maps will document existing land use, community facilities, infrastructure, natural resources, and other features.

Participation from Town officials and the Steering Committee would be required in this effort. A collaborative approach will ensure that the knowledge and experience of participants is incorporated into the Plan update.

3. Update the Vision Statement supported by goals & strategies

The LaBella Team will work with the Steering Committee to develop a Vision Statement supported by goals and strategies for inclusion in the plan, which may include:

- Placemaking, which encompasses the preservation of existing neighborhoods, the establishment of new residential and commercial districts, the assurance of exceptional design standards, and the enhancement of the Town's historical and cultural heritage.
- Stimulating economic growth and corridor revitalization, promoting strategic investments that act as catalysts, and augmenting the tax base.
- Addressing housing and neighborhood concerns.
- Examining land use and zoning regulations.
- Evaluating open spaces, public access, and recreational opportunities.
- Safeguarding natural and cultural assets, such as historical sites, archaeological locations, parks, flood-prone areas, and overall community resiliency.
- Assessing transportation systems, including sidewalks, roads, trails, transit routes, and parking facilities.
- Investigating infrastructure components like water, sewer, stormwater management, and other essential utilities.
- Government operations

4. Consider existing plans, studies, and regulations

LaBella will work with Town representatives to compile relevant local, County, and regional plans, studies, and regulations, and to determine their current relevancy and potential influence on Town policies and decisions.

Appropriate findings and recommendations of these plans will be incorporated into the Comprehensive Plan.

5. Analyze Issues and Opportunities

LaBella will analyze key issues and opportunities identified by participants in the planning process. For each issue/opportunity, the analysis will address the relevant laws and regulations, initiatives of other governments or organizations, and various perspectives of Town residents and stakeholders.

The evaluation of alternative approaches will describe the tools available to address the Town's priority issues and achieve its goals, which may include:

- Land use management strategies
- Investment in community infrastructure or facilities
- Economic development and redevelopment initiatives
- Active transportation and traffic calming opportunities

- Neighborhood enhancements
- Recreation and development

LaBella will identify sources of funding and technical assistance available to the Town. This task will include identification of grants and loans that the Town may be eligible for. The availability of resources will help the Town identify high priority actions and partners who could help the Town achieve its goals.

6. Prepare Implementation Strategy

We will develop an implementation/action plan based on the findings from the public meetings, stakeholder interviews, focus group meetings, and Committee input. The plan will include a series of draft goals and recommendations. Such goals and recommendations will be focused and action-oriented. Accompanying each goal and/or recommendation will be a potential source of funding and an assignment of the responsible party for executing the goal/recommendation. Finally, the plan will prioritize each of the goals and or recommendations, which will help lay the groundwork for future success. We believe this is essential as many planning initiatives fail in the absence of having a clearly defined roadmap for implementation.

7. Prepare Draft Plan

The draft plan will be a synthesis of the planning process and initiatives outlined in the previous tasks. Specifically, it will include an inventory and analysis section, an issues and opportunities analysis, community input results, priority revitalization projects, along with revitalization goals and recommendations, an action/implementation plan/strategy, and relevant maps, charts, and figures.

8. Finalize the Plan

The draft plan will be presented at a public information session after first being approved by the Committee. We will prepare summary documents to aid in the sharing of key information contained in the plan. The plan and the presentation will be available for posting on the Town's website in advance of the meeting. We will solicit feedback on the plan and ideas that are key to the project. We will use this input to make any revisions to the plan with the Committee's input.

D. Address one round of comments & prepare for adoption.

We will prepare a final document that incorporates the comments from the public. The final plan will be presented to the Town Board for adoption. We will attend the Town Board meeting and hearing,

SCHEDULE

Town of Orchard Park — Updated Comprehensive Plan

	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026
Project & Report Activities		Prepare Community Profile	Vision, Goals, Strategies Analyze Issues & Opportunities		Draft & Final Plan			SEQR & Plan Adoption				
Public & Stakeholder Participation		Stakeholder Outreach		Open House Workshop				Final Open House				
Project Advisory Committee	Committee Kickoff Meeting		Review Community Profile		Review Draft Vision, Goals & Strategies			Review Draft & Final Plan				

Task	LaBella				Hours / Task	Cost / Task
	Principal	Proj. Mgr./ Senior Staff	Mid & junior level Staff			
Project Management	8	24	16		48	\$5,680
Public Participation/Stakeholder Engagement:	8	24	32		64	\$7,120
Draft Plan	24	80	80		184	\$20,800
Final Plan	8	28	16		52	\$6,120
Total Hours	48	156	144		348	\$39,720
Blended Rates	\$200	\$110	\$90			\$0
General Expenses						\$280
TOTAL	\$9,600	\$17,160	\$12,960			\$40,000

All fees and rates include fringe benefits, overhead and profit

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

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.

March 14, 2025

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

Re: Dennis Road Bridge Replacement-Tree Removal Contract

Dear Board Members:

As discussed, the New York State Department of Transportation (State) is currently reviewing the final designs of the Dennis Road Bridge over East Tributary to South Branch of Smokes Creek. This is a federal funded grant program that is administered by the State. The Town cannot proceed with bidding, award and construction of this project until the State has approved the design report and right-of-way acquisition. In order to remain within the time frame of the grant and to comply with the New York State Department of Environmental Conservation (NYSDEC) bat regulations for tree clearing, the Town will need to removal five trees prior to the March 31 deadline. Trees cannot be removed between April 1 and October 31, per NYSDEC regulations. In order to complete the bridge work during low stream flows and within the grant period we recommending tree removal be completed.

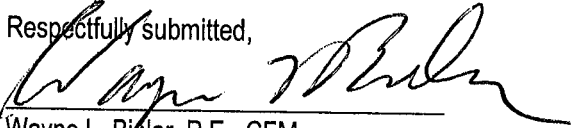
I have solicited proposals from three separate tree clearing contractors who have previously worked with the Town. The lowest responsible proposal was from Branch Managers Inc. for a total lump sum price of \$1,700.00.

There is currently a Capital account DB 015 Dennis Road Bridge created. This capital account was created with 95% of the cost covered by the grant the Town received. Funding is still needed.

I, therefore, recommend that you:

- 1) Approve the transfer of \$1,700 possibly from AB001 Unallocated General Building Projects to DB015 Dennis Road Bridge;
- 2) Approve the proposal from Branch Managers Inc. PO Box 250, Springbrook, NY 14140, for the amount not to exceed \$1,700.00.

Respectfully submitted,


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

Attachment

cc: Remy Orfeo, Town Clerk
File # 2002-005.1

Timothy Gallagher, Town Attorney

PROPOSAL



BRANCH MANAGERS, INC.

006533

PO Box 250
Springbrook, NY 14140

(716) 662-6868

PROPOSAL SUBMITTED TO

Town of O.P. - Engineering

PHONE

716-225-1588

WORK PHONE

STREET

4295 S. Buffalo Street

DATE

03/09/25

CITY, STATE, ZIP CODE

Orchard Park, NY 14127

JOB LOCATION

DESCRIPTION OF WORK:

* Remove 5 trees designated by spray painted "X's" from Dennis Rd. pursuant to diagram

- Chip + remove all brush + debris
- Remove all wood off site
- Flush cut stumps as low as possible



• WE PROPOSE

One Thousand Seven Hundred and No. 100.00

• PAYMENT TO BE MADE UPON COMPLETION OF WORK

• All our workers are fully covered by workers compensation insurance

• We are not responsible for lawn damage

• In the absence of special pruning orders, stump pullings remain on site

• In an effort to control costs and due to weather considerations, scheduling will be completed at the discretion of Branch Managers, Inc. and we may arrive unannounced

• I HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS

X

Thank You
Bill Costello



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.

March 14, 2025

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

Re: Consultant Agreement - Pond/Lake Management, Maintenance, Non-Pesticide Aquatic Vegetation Control & Fish Stocking AquaTech Environmental Inc.

Dear Board Members:

Similar to previous years, to complete the management and maintenance of various ponds/lake including Green Lake; it is necessary to hire an environmental consulting firm that is familiar with non-pesticide aquatic vegetation control (grass carp), water quality (microbes and water aeration), general consultation and fish stocking.

I have again solicited services and received a proposal from a local environmental consultant firm, AquaTech Environmental, Inc., which is qualified and more than capable of completing lake management work for Green Lake and other various Town owned ponds. Dave Adrian has agreed to come to a Town Board Work Session to address any questions and provide a review of management options. Fish stocking in fifteen (15) Town owned water bodies would also be completed in the necessary timeframe, weather and appropriate season.

The environmental services to be provided for the maintenance of Town ponds/lake are proposed as an annual maintenance service agreement and will include: Non-Pesticide Aquatic Vegetation Control (grass carp stocking), Initial Walkthrough (Biological, Chemical and Physical Analysis), Water Quality Analysis, Aeration Assessment, Installation and Adjustment, Stocking Permit Procurement, Fish Stocking, Fishery Assessment/Management and General Consultation Services. Aqua Tech Environmental, Inc. will provide these services on an as-needed basis for a fee of \$1,000.00 due in March. Also a \$1,000.00 stocking deposit will be due in March.

The Birdsong Subdivision Retention Pond was stocked with 20 grass carp in 2023, 2022 and 2021, to maintain healthy populations that can deal with the rooted plants. The additional grass carp pose no negative side effects and are a cost effective measure to control plant populations and improve the overall quality of Town lakes and ponds.

The total anticipated pond treatment (weather dependent) cost for 2025 is \$0.00 for the year (attachment 2.0). Five (5) Town owned water bodies are listed with costs in case any microbial treatment is needed this year. The 2025 pond and lake maintenance proposal includes \$2,000.00 towards possible water treatment options along with 50% cost sharing opportunities from the Town wide drainage and management or other ponds as needed. The \$2,000.00 could also be applied towards the stocking of 75 grass carp in Green Lake pending spillway modifications and NYSDEC approval/permitting. The 75 grass carp would aid in the aquatic vegetation control in the lake/ponds and are offered by AquaTech at a cost of \$1,500.00.

Honorable Town Board
March 14, 2025
Page 2

The continuation of the Town of Orchard Park Fish Stocking Program recommendations are attached (Attachment 3.0 Fishery Management Agreement) for 2025. Mr. Adrian recommends continuing the feeder fish stocking (fathead minnows & golden shiners), game fish stocking (large mouth bass & yellow perch) and increasing grass carp stocking to aid in weed control. The 2025 proposed stocking cost is \$9,533.20 (attachment 3.1) less the \$1,000.00 deposit.

The entire projected cost for Town Pond/Lake maintenance, possible water quality treatment and stocking for calendar year 2025, is not to exceed \$18,000.00. There are presently funds (\$22,000.00) allocated under Orchard Park Engineering Department "Water Quality Consultants" A01440 50541 for this work.

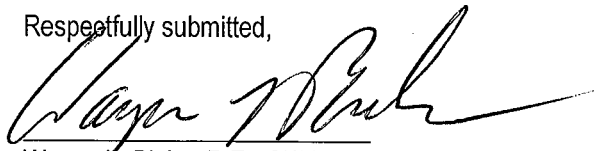
The Town Board must be aware, as previously discussed with AquaTech, that this natural means of aquatic vegetation control and water quality management is not a perfect science and is heavily influenced by outside factors such as weather, nutrient loading, oxygen levels, etc. Another factor to highlight is that, other than Green Lake, no aeration projects are funded under this agreement, which are also a major component of improving water quality. Lastly, this amount of funding would not cover all microbial treatments in a single year if they were, for some reason, required for all proposed waterbodies, which is highly unlikely. All involved parties must know there will be a learning curve with these natural methods. The true benefit for the environment comes with eliminating pesticides if possible.

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

Authorize the Supervisor to sign the agreement with AquaTech Environmental, Inc., 45 Kent Avenue, Blasdell, New York 14219, for an amount not to exceed \$18,000.00 to provide the following:

- Professional consultation for yearly environmental services for Town-Owned Ponds & Lake (\$1,000.00 fee due in March).
- Non-Pesticide water quality treatment services (excluding aeration) for various Town-Owned Ponds & Lake; including Brush Mountain, Lyrica North & South, Holley Ridge, CRV Acorn Circle, CRV East & West, Milestrip Reclamation, Birdsong, Riley Meadows, Pleasant Acres East & West, and Knoche pond, also Green Lake as needed.
- Complete NYSDEC permitting & fish stocking in specified Town-Owned Ponds/Lake as per attachment 3.0 & 3.1 Fishery Management Agreement (\$1,000.00 deposit due in March).

Respectfully submitted,



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

Attachment

Cc: Remy Orfeo, Town Clerk
Timothy Gallagher, Town Attorney
Andy Slotman, Parks and Grounds
Dave Adrian, AquaTech Environmental, Inc.
File #2006.017

Pond/Lake Maintenance Service Agreement

Between

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

And

AquaTech Environmental, Inc.

45 Kent Avenue
Blasdell, NY 14219
(716)983-6480

Introduction: The following agreement is intended to specify the terms and scope of work to be supplied by AquaTech Environmental, Inc. to the Town of Orchard Park, New York with respect to Pond and Lake Management. This document will supercede any previous contracts or agreements written or otherwise.

Effective Date(s): The following service agreement will be effective from 1/1/2025 through 12/31/2025.

Scope of Work: AquaTech Environmental, Inc. will provide professional consultation services as specified per body of water. Services will include but may not be limited to: Non-Pesticide Aquatic Vegetation Control, Initial Walkthrough (Biological, Chemical and Physical Analysis), Water Quality Analysis, Aeration Installation and Adjustment, Permit Procurement, Fish Stocking, Fishery Assessment and Management and General Consultation. The terms of service will be specified in separate attachments to this contract subtitled by type of service or the name of the lake (Ex. *ATTACHMENT 1.0 GREEN LAKE MAINTENANCE SERVICE AGREEMENT, ATTACHMENT 2.0 WATER QUALITY SERVICE AGREEMENT, ATTACHMENT 3.0 FISHERY MANAGEMENT AGREEMENT and ATTACHMENT 4.0 AERATION OPTIONS*).

Cost: The cost of Pond/Lake management services will be detailed in each attachment.

Billing: A service fee of \$1,000.00 will be billed in March. A deposit of \$1,000.00 for fish stocking will also be billed in March. All other work or stocking will be billed after work/stocking is completed.

Work Authorization: Services will not begin without approval from an authorized Town of Orchard Park official by a signed contract. Timing of the authorized work will be provided verbally. AquaTech Environmental, Inc. agrees to coordinate services with any and all planned recreational activities so as not to interfere with any residents or pond/lake users. Specifically, all correspondence and authorization for work will be coordinated with the Highway Department, Engineering Department and the Recreation Department. Proposed work will be reviewed by the Engineering and Parks and Grounds and authorized by the The Town Board.

Client Signature _____ Date _____

Town of Orchard Park

I agree to the terms and conditions described above.

AquaTech Environmental Inc. _____ Date _____

(Representative)

I agree to the terms and conditions described above.

Attachment 1.0
Lake Maintenance Service Agreement
Green Lake

Between
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127
And
AquaTech Environmental, Inc.
45 Kent Avenue
Blasdell, NY 14219
(716)983-6480

Service Agreement Type: Annual Service Agreement.

Effective Date(s): 1/1/2025 - 12/31/2025

Scope of Work: AquaTech Environmental, Inc. agrees to provide the following services on an as needed basis for Green Lake: Consult with NYSDEC Fisheries Management regarding the potential for stocking grass carp. The spillway structure would require a grass carp retention device to be added to the top surface to retain the fish in the system. AquaTech Environmental, Inc. will act as liaison between the Town and NYSDEC Fisheries – Region 9 office to submit permit applications and proposed modifications to the spillway that are designed to retain the grass carp in Green Lake. If approved, AquaTech Environmental, Inc. will stock grass carp in Green Lake (SEE BELOW). Additional forage fish and game fish will also be added to Green Lake. (*ATTACHMENT 3.0 FISHERY MANAGEMENT AGREEMENT*)

Cost:

Grass Carp If the permit is approved by the NYSDEC, the stocking cost for 75 grass carp described above will be \$1,600.00. If the grass carp stocking is determined to be not feasible, the allotted \$1,600.00 could be utilized for forage and/or gamefish stocking in Green Lake or other Town ponds/lakes. Town of Orchard Park has allocated \$2,000.00 toward water quality treatment in 2025.

Additional Services/Materials: If additional services or materials, not included in the *Scope of Work* section above are required, a separate written addendum will be requested and added to this Annual Service Agreement. This would include materials needed for modification of the spillway for grass carp retention.

Attachment 2.0
Water Quality Service Agreement
(Microbial Treatment Option)
For
Selected Bodies of Water

Between
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127
And
AquaTech Environmental, Inc.
45 Kent Avenue
Blasdell, NY 14219
(716)983-6480

Service Agreement Type: Pay Per Service Rendered.

Effective Date(s): 1/1/2025 - 12/31/2025

Scope of Work: AquaTech Environmental, Inc. agrees to provide the following services for smaller (< 2.0 Acre) ponds and or lakes listed below on an as-needed basis: Microbial Water Quality Improvement 2-3 times per year. Microbes will be installed by AquaTech Environmental, Inc. and added by Town personnel. AquaTech Environmental, Inc. makes no claims that the use of microbes kills or controls algae or aquatic macrophytes. Microbes are to be used to improve the water quality and reduce nutrients in the water.

Cost: Costs per waterbody based on surface area.

WATER BODY NAME / LOCATION	SURFACE ACRES	2025 Estimated Costs
Acorn Circle	0.4	\$550.00
LYRICA PARK (NORTH POND)	0.7	\$700.00
LYRICA PARK (SOUTH POND)	0.7	\$700.00
HOLLEY RIDGE POND	0.8	\$845.00
CHESTNUT RIDGE VILLAGE POND (EAST)	0.9	\$845.00
MILESTRIP RECLAMATION CENTER POND	1.0	\$1,052.00

* Microbial water quality treatment cost/effectiveness diminishes in larger bodies of water.

Attachment 3.0
Fishery Management Agreement
For Selected Town-Owned Ponds/Lakes

Between
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127
And
AquaTech Environmental, Inc.
45 Kent Avenue
Blasdell, NY 14219
(716)983-6480

Service Agreement Type: Annual Service Agreement.

Effective Date(s): 1/1/2025 - 12/31/2025

Scope of Work: AquaTech Environmental, Inc. agrees to provide fish to specific Town-Owned ponds/lakes as per Attachment 3.1 (TOWN OWNED PONDS/LAKES - RECOMMENDED FISHERY MANAGEMENT PROGRAM PRICE SCHEDULE). All fish are certified by approved agencies to be disease free as per NYSDEC testing protocols. All stocking will be coordinated with the Engineering Department and a representative of the Town of Orchard Park will accompany the AquaTech stocking agent at each pond.

Cost: The cost for the stocking program will be \$9,215. There will be a \$1,000.00 deposit for the fish stocking billed in March. (See Attachment 3.1 for stocking rates per waterbody)

Billing: Billing will occur after each order (species) is complete.

Additional Services/Materials: If additional services or materials, not included in the *Scope of Work* section above are required, a separate written addendum will be requested and added to this Annual Service Agreement. No additional fishery services are anticipated in the 2025 season.

Attachment 4.0 Aeration Options For Selected Town-Owned Ponds/Lakes

Between
Town of Orchard Park
4295 South Buffalo Street
Orchard Park, NY 14127
And
AquaTech Environmental, Inc.
45 Kent Avenue
Blasdell, NY 14219
(716)983-6480

Service Agreement Type: Pay Per Service Rendered.

Effective Date(s): 1/1/2025 - 12/31/2025

Scope of Work: AquaTech Environmental, Inc. agrees to provide the following services for ponds and or lakes listed below on an as-needed basis: Supply and install Aeration Equipment as directed by the Town. Aeration is supplied and installed by AquaTech Environmental, Inc. with appropriately sized compressor/diffuser system (powered by 220v source provided and connected by Town). Aeration costs are estimates. A complete volumetric measurement must be taken to determine exact costs.

Cost: Costs per waterbody based on surface area.

WATER BODY NAME / LOCATION	SURFACE ACRES	2025 Estimated Costs for Installation
ACORN CIRCLE	0.4	\$4,600.00
LYRICA PARK (NORTH POND)	0.7	\$4,750.00
LYRICA PARK (SOUTH POND)	0.7	\$4,750.00
HOLLEY RIDGE POND	0.8	\$4,775.00
CHESTNUT RIDGE VILLAGE POND (EAST)	0.9	\$4,900.00
MILESTRIP RECLAMATION CENTER POND	1.0	\$6,050.00
CHESTNUT RIDGE VILLAGE POND (WEST)	2.8	\$7,060.00
BIRDSONG RETENTION POND	3.8	\$7,990.00
PLEASANT ACRES POND	4.1	\$7,990.00
KNOCHE POND	4.7	\$8,020.00

TOWN OWNED PONDS & LAKE STOCKING 2025
 (\$1,000 DEPOSIT TOWARDS STOCKING IS DUE IN MARCH)

WATER BODY NAME / LOCATION	SURFACE ACRES	DEPTH IN FEET	FEEDER FISH (RECOMMENDED STOCKING RATE)			COST (FEEDER FISH)	GAME & MAINTENANCE FISH			COST (GAME FISH & GRASS CARP)	TOTAL COST (FEEDER, GAME FISH & GRASS CARP)
			CRAYFISH PER / LB	FATHEAD MINNOWS PER / LB	GOLDEN SHINERS PER / LB		BASS (6"-8") PER / FISH	Y. PERCH (4"-6") PER / FISH	G. CARP (10"-2") PER / FISH		
RECOMMENDED STOCKING RATE			14LB /Acre	4LB /Acre	4LB /Acre	Variable	Variable	Variable	Variable	Variable	
BIRDSONG RETENTION POND - 1998	3.8		0	0	0	\$0.00	50	0	10	\$745.00	\$745.00
BIRDSONG PART 3B RETENTION POND - 2022	2.250	NOT KNOWN	0	30	30	\$965.70	30	30	20	\$902.00	\$1,867.70
BRUSH MTN. PARK EAST POND - 2018	4.1	22.5	0	30	30	\$965.70	50	30	10	\$892.00	\$1,857.70
CHESTNUT RIDGE VILLAGE POND (ACORN) - 2021	0.4		0	0	0	\$0.00	10	10	3	\$220.00	\$220.00
CHESTNUT RIDGE VILLAGE POND (EAST) - Pre 1998	0.9	11	0	0	0	\$0.00	25	10	5	\$421.50	\$421.50
CHESTNUT RIDGE VILLAGE POND (WEST) (NEAR 219) - 2005	2.8	14	0	0	0	\$0.00	50	25	7	\$801.50	\$801.50
GREEN LAKE (YATES PARK) - 2015	18.2	15	0	0	0	\$0.00	200	50		\$2,345.00	\$2,345.00
HOLLEY RIDGE POND - 2011	0.8	23	0	0	0	\$0.00	15	10	2	\$250.50	\$250.50
KNOCHE POND - 2014	4.7	18	0	0	0	\$0.00	60	25	7	\$906.50	\$906.50
LYRICA PARK (NORTH POND) - 2015	0.7	18	0			\$0.00			2	\$44.00	\$44.00
LYRICA PARK (SOUTH POND) - 2015	0.7	16	0			\$0.00			2	\$44.00	\$44.00
MILESTRIP RECLAMATION CENTER POND - Pre 1998	1.0	14.5	0	0	0	\$0.00	15	0		\$157.50	\$157.50
PLEASANT ACRES POND (WEST - NEAR 219) - 2010	4.1	12	0	0	0	\$0.00	50	25	10	\$867.50	\$867.50
PLEASANT ACRES POND (NORTHEAST) - 2017	1.4	16	0	0	0	\$0.00	20	0	4	\$298.00	\$298.00
RILEY MEADOWS WEST POND - 2017	1.7	17	0	0	0	\$0.00	20	0	5	\$320.00	\$320.00
TOTAL	47.55	15	0	60	60	\$1,931.40	595	215	87	\$9,215.00	\$9,215.00



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.

March 14, 2025

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

**Re: Bid Award – Cavlee Development Company Inc.
Multi-Use Maintenance Salt & Topsoil Building Project (General Contract)**

Dear Board Members:

The Bid Opening for the Multi-Use Maintenance Salt & Topsoil Building Project was held on March 12, 2025 at 2:00 PM at the Orchard Park Municipal Center, Basement Meeting Room. Three bids were received, attached are the bid results sheet. The lowest reasonable bidder was Cavlee Development Company, Inc., with a written total base bid of \$1,315,500.00.

The Engineering Department and the Town Consultant Engineers, C&S Company's, have reviewed bids, checked references, and completed a de-scoping meeting on March 13, 2025. The company has been found to have the qualification and experience to perform the work adequately.

At the Highway Facility, the scope of work will include the demolition of the existing salt barn, ground improvements, storm drainage, concrete footings, concrete foundation walls, installation of a loading ramp and blacktop restoration. At the Compost Facility the scope of work will include striping the topsoil, installing concrete footing, concrete foundation walls, grading of topsoil and restoration and paving. As you may recall the topsoil building collapsed during the November 2022 storm from heavy snow.

There are presently bonding authorized but needs to be pulled down to fund Capital Account, "AB016 Salt & Topsoil Barn" \$2,132,972.54 per the Engineering Estimate for this project. The Town applied for and received a \$600,000.00 grant for this project.

I, therefore, recommend that you award the Multi-Use Maintenance Salt & Topsoil Building Project General Contract to Cavlee Development Company, Inc., 5983 S. Transit Road, Lockport, NY 14094, in the amount not to exceed \$1,315,500.00.

Respectfully submitted,

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

Attachment

cc: Remy Orfeo, Town Clerk
Andy Slotman, Highway Superintendent
Timothy Gallagher, Town Attorney

Shaun Burke, Cavlee Development Company, Inc.
Nichole Ruf, Drescher & Malecki
File #2022.021

PROJECT NO.: 2022.021
QUANTITIES LUMP SUM
DATE: 3/7/2025
BY: JJK

General Contract

ENGINEER'S ESTIMATE		Cavlee Development		Greenauer Blacktop, Inc.		Matt Kolo Excavating	
Item No.	Description	UNIT	Total	Total	Total	Total	Total
G-1	Salt Storage Building Base Bid	LS	\$ 890,500.00	\$ 1,097,000.00	\$	1,191,444.00	
G-2	Topsoil Storage Building Base Bid	LS	\$ 375,000.00	\$ 406,000.00	\$	416,728.00	
ALG-1	Contingency Allowance	LS	\$ 50,000.00	\$ 50,000.00	\$	50,000.00	
	Total Base Bid General	LS	\$ 1,315,500.00	\$ 1,553,000.00	\$	1,658,172.00	
ALT -G-1	Alternate #1	LS	\$ 150,000.00	\$ 246,000.00	\$	284,657.00	
UP-G-1	Unit Price #1 - Additional Modulus Test (per test)	EA	\$ 500.00	\$ 10,000.00	\$	27,574.00	
UP-G-2	Unit Price #2 - Additional Aggregate Piers (per LF)	LF	\$ 250.00	\$ 400.00	\$	749.00	

Electrical Contract

ENGINEER'S ESTIMATE		CIR Electrical		Stenzel Electrical Construction		Matt Kolo Excavating		Weydman Electric	
Item No.	Description	UNIT	Total	Total	Total	Total	Total	Total	Total
E-1	Salt Storage Building Base Bid	LS	\$ 33,975.00	\$ 36,500.00	\$	55,000.00	\$	57,900.00	
ALE-1	Contingency Allowance	LS	\$ 10,000.00	\$ 10,000.00	\$	10,000.00	\$	10,000.00	
	Total Base Bid Electrical	LS	\$ 43,975.00	\$ 46,500.00	\$	65,000.00	\$	67,900.00	



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.

March 13, 2025

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

**Re: Bid Award – CIR Electrical Construction Corp.
Multi-Use Maintenance Salt & Topsoil Building Project (Electrical Contract)**

Dear Board Members:

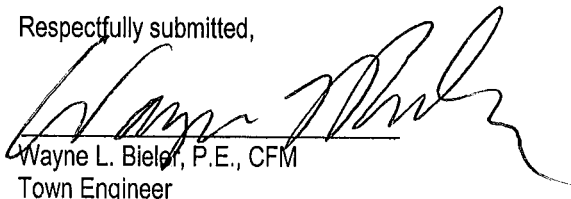
The Bid Opening for the Multi-Use Maintenance Salt & Topsoil Building Project was held on March 12, 2025 at 2:00 PM at the Orchard Park Municipal Center, Basement Meeting Room. Four bids were received, attached is the bid results sheet. The lowest reasonable bidder was CIR Electrical Construction Corp., with a written total base bid of, \$43,975.00.

The Engineering Department and the Town Consultant Engineers, C&S Company's, have reviewed bids. CIR Electrical Construction Corp. has been found to have the qualification and experience to perform the work adequately. The company has completed several projects with the Town. The work will entail the installation of interior and exterior lighting for the Salt Barn, include a wiring, switches and outlets.

Presently there is bond funding approved for Capital Account, "AB016 Salt & Topsoil Barn" \$2,132,972.54 per the Engineering Estimate for this project. The Town applied for and received a \$600,000.00 grant for this project.

I, therefore, recommend that you award the Multi-Use Maintenance Salt & Topsoil Building Project Electrical Contract to CIR Electrical Construction Corp., 2517 Long Road, Buffalo, NY 14072, in the amount not to exceed \$43,975.00.

Respectfully submitted,



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

Attachment

cc: Remy Orfeo, Town Clerk
Andy Slotman, Highway Superintendent
Timothy Gallagher, Town Attorney
CIR Electrical Construction Corp.
Nichole Ruf, Drescher & Malecki
File #2022.021

Multi-Use Maintenance
Salt & Topsoil Building Project

PROJECT NO.: 2022.021
QUANTITIES LUMP SUM
DATE: 3/12/2025
BY: JJK

General Contract

ENGINEER'S ESTIMATE		Cavies Development		Greenauer Blacktop, Inc.		Matt Kolo Excavating	
Item No.	Description	UNIT	Total	Total	Total	Total	Total
G-1	Salt Storage Building Base Bid	LS	\$ 890,500.00	\$ 1,097,000.00	\$ 1,191,444.00		
G-2	Topsoil Storage Building Base Bid	LS	\$ 375,000.00	\$ 406,000.00	\$ 416,728.00		
ALG-1	Contingency Allowance	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
	Total Base Bid General	LS	\$ 1,315,500.00	\$ 1,553,000.00	\$ 1,658,172.00		
ALT -G-1	Alternate #1	LS	\$ 150,000.00	\$ 246,000.00	\$ 284,657.00		
UP-G-1	Unit Price #1 - Additional Modulus Test (per test)	EA	\$ 500.00	\$ 10,000.00	\$ 27,574.00		
UP-G-2	Unit Price #2 - Additional Aggregate Plans (per LF)	LF	\$ 250.00	\$ 400.00	\$ 749.00		

Electrical Contract

ENGINEER'S ESTIMATE		CIR Electrical		Stenzel Electrical Construction		Matt Kolo Excavating		Weydman Electric	
Item No.	Description	UNIT	Total	Total	Total	Total	Total	Total	Total
E-1	Salt Storage Building Base Bid	LS	\$ 33,975.00	\$ 36,500.00	\$ 55,000.00				\$ 57,900.00
ALE-1	Contingency Allowance	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00
	Total Base Bid Electrical	LS	\$ 43,975.00	\$ 46,500.00	\$ 65,000.00				\$ 67,900.00



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.

March 14, 2025

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

**Re: Contract Award - Hybrid Solution
Multi-Use Maintenance Salt & Topsoil Building Project**

Dear Board Members:

As discussed, the Town has received bids for the construction of foundations and electrical work for the proposed Salt and Topsoil storage buildings. The final component to the project is the purchase and installation of the fabric canopies. The canopies and associated installation are available for purchase through Sourcewell, contract #071223-CLH which conduct procurements through cooperative purchasing for state and local governments.

Bonding was approved for \$2,132,973.00 and capital account AB016 OP Highway Salt Barn Rehabilitation was created. The Town applied for and received a \$600,000.00 grant for this project.

I, therefore, recommend:

- 1.) That the Town Board approve the pull down of \$2,000,000.00, from the 2024 bond authorization for the Salt & Topsoil Building Replacement Projects.
- 2.) That the Town Board authorize the supervisor to sign the contract with Hybrid Building Solutions, 850 Main Road, Corfu, NY 14036, to award Sourcewell bids contract #071223-CLH for a 42 x 60 Calhoun Superstructure CC Series and 82 x 100 Calhoun Super Structure HT Series, for the Multi-Use Maintenance Salt & Topsoil Building Project in the amount of \$249,126.00.

Respectfully submitted,

Wayne L. Bieler, P.E.
Town Engineer

Attachments

cc: Remy Orfeo, Town Clerk
Nicole Ruf, Drescher & Malecki
File #2022.021

Timothy Gallagher, Town Attorney
Andy Slotman, Parks & Grounds Superintendent

S:\Town Projects\Multi-Use Maintenance Facility\Salt & Topsoil Storage\Hybrid Building Solutions\TB - Sourcewell Award _ Hybrid Solutions.doc

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

The logo for Hybrid Building Solutions features a thick black curved line above the word "HYBRID" in a large, bold, sans-serif font. Below "HYBRID" is the phrase "BUILDING SOLUTIONS" in a smaller, bold, sans-serif font.

850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildingsolutions.com

Certified WBE

Hybrid Building Solutions, LLC ("Builder"), and **Town of Orchard Park** ("Client"), are entering into this agreement (this "Agreement") this 12 day of March 2025, for the purpose of establishing the provisions of procuring and installing a Sourcwell Awarded 42' wide by 60' long Calhoun Super Structures CC Series (the "Building") to be located at 6909 Milestrip Road, Orchard Park, NY 14127(the "Site") and procuring and installing a Sourcwell Awarded 82' wide by 100' long Calhoun Super Structures HT Series (the "Building") to be located at 4350 South Taylor Road, Orchard Park, NY 14127.

- Client agrees to the price based on their checkmark, initial, and date noted on Addendum 1 attached hereto.
- Client agrees to the color of the Building based on its selection, initials, and date noted on Addendum 1. Client acknowledges and agrees that the actual color of the Building may vary due to a variety of factors such as the color reproductions not being precise, and in particular if an image or sample was viewed on a computer or mobile device. Accordingly, the actual Building color may vary or appear different than the image or sample, as Builder cannot guarantee that the image or sample is an exact representation of the Building color that will be delivered by the manufacturer. Accordingly, Builder shall have no liability relating to any color variations.
- Pursuant to Client's choice as indicated on Addendum 1, Builder agrees that it will procure and install the Building at the Site. The original specifications by Client and the proposal documents submitted by Builder are incorporated herein by reference and made a part of this Agreement, except as specifically modified herein.
- Client agrees to pay Builder according to the following payment schedule:
 - 50% due upon building delivery.
 - 50% upon building completion.
- If Client fails to make any payment within 30 calendar days of the due date, Client will be liable for interest on the unpaid amount at a rate of 1.5% per month, subject to the maximum permissible by applicable law. Client will also be liable to Builder for all collection costs, including, but not limited to, reasonable attorneys' and other costs in the event that it takes action to collect payment from Client. Without limiting these or any other remedies available to Builder, Builder is entitled to suspend performance of all services during any period of time during which Client is past due with respect to amounts owed to Builder under this Agreement.
- If circumstances beyond the reasonable control of Client require that the project be canceled (which shall be the only circumstances under which cancelation by Client is permitted), Client

will be liable to and shall pay Builder for all work and non-cancelable costs incurred by Builder up through the date of cancelation. If Client paid a deposit (which is applicable only if expressly so indicated above in the payment schedule section of this Agreement), the deposit or portion thereof will be applied against the amount due to Builder for its work and costs. If the amount of the deposit, if any, is greater than the amount due to Builder for its work and costs, the remaining balance of the deposit shall be refunded to Client. If the amount of the deposit, if any, is less than the amount due to Builder for its work and costs, Client shall promptly make payment to Builder of such amount in excess of the deposit.

- Client understands that if changes are determined to be necessary during the course of construction, Client will discuss this with the Builder, and upon agreement as to additional compensation to be paid to Builder and additional time to complete the project, a written Change Order will be issued and executed by both parties. The Client will then become responsible for all additional costs of the agreed upon changes in the Change Order.
- If Customer requests and Builder agrees to extend the original Agreed Construction Completion Date or Builder's work on the project is prevented or delayed by Customer for any reason such that Builder cannot complete the project by the original Agreed Construction Completion Date, Builder shall be entitled to impose, and Customer agrees to promptly pay, an equitable increase in the price of the project. Any such increase is intended to compensate Builder for, among other things, carrying costs of inventory, increases in the costs of goods or materials, and increases in the cost of labor (which includes, but is not limited to, any requirement to pay prevailing wages or higher prevailing wages or other amounts). Without limiting its other rights and remedies, Builder shall be entitled to terminate this Agreement if the delay extends beyond 365 days from the original Agreed Construction Completion Date.
- Builder will be responsible for all materials and equipment necessary for the completion of the Building, as outlined in Addendum 1.
- Title to and ownership of the Building and all parts and components which comprise the Building remain with Builder until such time as all amounts due under this Agreement are paid in full by Client.
- Client acknowledges that the Building is manufactured by a third party and not by Builder. Accordingly, Builder shall, to the fullest extent permitted by law, have no liability for any defects in design, manufacture, or workmanship with respect to the Building. However, in the event that any defects are identified by Client to Builder in writing, Builder will, at Client's request, provide reasonable assistance by interfacing with the manufacturer.
- Builder agrees to coordinate the construction with Client. Builder agrees that (a) any delays which are not caused by Client or which are not due to a force majeure event or other circumstances outside of Builder's control, and/or (b) changes not specified in this Agreement must be agreed upon by the Client.
- If conditions at the Site are or at any time become unsuitable or are otherwise improper such that the commencement or continuation of Builder's is unreasonable, Builder will not commence and/or may immediately cease and shall not resume the work. In such event,

Builder shall not be liable for any delays or failures to meet otherwise agreed dates for performance.

- Builder may use subcontractors should it see fit with the understanding that payment to the subcontractors is the sole responsibility of the Builder. Any subcontractors used by the Builder shall be required to provide evidence of insurance coverage prior to beginning work.
- Builder agrees to hold an insurance policy for Liability, New York State Workers' Compensation, Disability, and Commercial Auto naming Client as additional insured and will provide Client with proof thereof prior to the commencement of work.
- Client agrees to obtain, at its expense, all necessary governmental permits, licenses and approvals for construction. Client must provide copies of the same to Builder. Client agrees that it is solely responsible for causing the Site to be prepared and ready for Builder to commence construction and for ensuring adequate ingress and egress to the Site.
- Client represents and warrants that it owns the Site and/or has a valid leasehold interest in the Site and if not the owner that it has obtained all required consents and approvals from Site owner to permit the construction of the Building on the Site. Client must provide copies of any consents or approvals to Builder.
- Client acknowledges that stamped engineered plans with reactions only are included (have been previously completed and paid for by Client). If Client requires a calculations package, Builder will invoice Client for additional cost.
- Builder agrees to remove all debris, equipment, materials, etc. directly generated from its work from the Site upon completion of construction.
- Client acknowledges that all travel expenses incurred by the Builder are incorporated into the price provided.
- Builder is familiar with all federal, state, and municipal laws, rules and regulations which may in any way affect the work, and Builder will comply with all applicable laws, rules and regulations when performing the work required herein.
- Client agrees to provide a level, hard building pad that is 10 to 15 ft. larger on all sides than the Building so that the Builder's crew can safely and effectively operate equipment.
- Invalidity or unenforceability of one or more provisions in this agreement shall not affect any other provisions of this Agreement. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for repeating any such breach unless the waiver expressly includes future occurrences of a similar nature. This Agreement may only be modified in writing signed by each party.
- Builder shall have no liability and shall be excused from its obligations under this Agreement if performance is delayed or prevented by Acts of Nature, fire, explosion, war, terrorist attack (or threat thereof), earthquake, natural disaster, weather conditions, inability to access the Site, riot, strike or labor dispute, governmental laws, orders, or regulations, public health emergency,

failure of transportation, communication or other systems or networks, failures or delays by the manufacturer of the Building, or other force majeure events or causes beyond Builder's control.

- This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of laws.
- Any claims, disputes, and other matters in controversy between Builder and Client arising out of or relating to this Agreement, or the breach thereof, shall be resolved solely within a court of competent jurisdiction located within the geographic boundaries of the U.S. District Court for the Western District of New York.
- This Agreement may be executed in counterparts, each of which shall be an original, and when taken together such counterparts shall constitute one original agreement. Any signature of a party to this Agreement may be delivered by facsimile transmission or transmission in portable document format, and if so delivered such signature shall create a valid and binding obligation of such party with the same force and effect as if such signature were an original thereof.

HYBRID BUILDING SOLUTIONS, LLC

Builder Name

Builder Signature

Title _____

Date _____

Client Name

Client Signature

Title _____

Date _____

ADDENDUM 1



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildingsolutions.com

Certified WBE

March 12, 2025

Town of Orchard Park

Sourcewell Price Accepted: _\$249,126_
Color Selection: _White_
Client Initial: _____
Date: _____

Building #1 – Topsoil

42 feet wide by 60 feet long Calhoun Super Structures CC Series building, 12 foot on center truss spacing providing a snow load capability of 50 lbs. and a minimum wind load of 109 mph.

Building to be erected on customer provided foundation

13.5 ounce Non-Fire-Retardant fabric one- piece "bag" cover

One Fabric Standard End with passive vents

Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Erie County

All equipment and travel expenses included

Sourcewell Awarded

25 Year Warranty on fabric

Delivered to Site

\$1,500.00 subtracted for previously completed building engineering

\$41,604.00

Building #2 – Salt Storage

82 feet wide by 100 feet long Calhoun Super Structures HT Series building, 10 foot on center truss spacing providing a snow load capability of 50 lbs. and a minimum wind load of 109 mph.

Building to be erected on customer provided foundation

13.5 ounce Non-Fire-Retardant fabric keder cover with individual panels between each truss

One Fabric Standard End with passive vents

Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Erie County

All equipment and travel expenses included

Sourcewell Awarded

25 Year Warranty on fabric

Delivered to Site

\$1,500.00 subtracted for previously completed building engineering

\$207,522.00

Current pricing valid until March 21, 2025.

Proposal Subject to:

- Ability of equipment to maneuver in and around perimeter of building safely
- Site and a 20 foot perimeter of the site being level, compacted and drained so equipment can operate safely and effectively
- No electrical, gas or water lines to be worked around. They must be clearly labeled.

Not Included in the Above Estimate

- Taxes (we would require a tax-exempt certificate)
- Associated fees or permits
- Engineering – building engineering previously completed; Engineering Calculations package
- Site work/excavation
- Bonding
- Electrical and Heating requirements
- Building pad and stone, drainage, backfill
- Paving of building
- Foundation – materials, installation, engineering

All of our buildings are Hot Dipped Galvanized, Post Fabrication. This means you have the full protection of HDG, inside and out, welds and all; nothing is exposed. Every building sold by Calhoun Super Structures is individually run through a 3D Finite Element Analysis using all the site and building specific information by 3rd Party Engineers. This process allows us to see the amount of stress your building is under, anywhere on the structure, down to the size of a pin head. This type of engineering is the only true way to see how your building will perform in a 100 or 500-year storm. The building comes with a 25-year Warranty.

Our building meets all OGS salt storage requirements.

Thank you for this opportunity to provide you with a proposal. Please call us once you have had an opportunity to review it.

Sincerely,

Mari Louise Merkwa

Mari Louise Merkwa
Managing Member
Cell Phone: 716-544-5872



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildingsolutions.com

Certified WBE

Project Contacts

Sales Representative

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585-604-8971
haley@hybridbuildingsolutions.com

Project Manager

Jay Dennis
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jay@hybridbuildingsolutions.com

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Financial/Billing

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Management

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ml@hybridbuildingsolutions.com

Bryan Merkwa
716-870-9213
bryan@hybridbuildingsolutions.com



January, 10 2025

Hybrid Building Solutions
850 Main St
Corfu, NY
14036

RE: Sourcewell Contract# 071223-CLH

Calhoun Super Structure's Sourcewell contract was renewed in 2023 and was assigned a new contract number #071223-CLH. You can find our contact listing on the Sourcewell website (<https://www.sourcewell-mn.gov/cooperative-purchasing/071223-clh>).

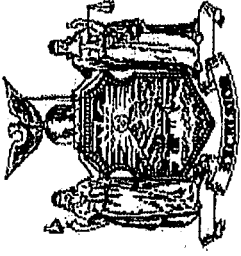
If you have any questions or concerns please feel free to contact me.

Regards

Dan Dalzell
Director of Sales and Operations
Calhoun Super Structures
(519) 777-0803
ddalzell@Calhoun.ca

**OUR
STRENGTH
IS IN OUR
STRUCTURE.**

1-800-265-3994
1-519-934-3037
www.calhounsuperstructure.com
3702 Bruce Road 10 Tara, Ontario N0H 2N0



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Hybrid Building Solutions, LLC

Certification Awarded on: June 3, 2024
Expiration Date: June 3, 2029
File ID#: 59375



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development



TOWN OF ORCHARD PARK

MEMORANDUM

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

DATE: 3/14/25

TO: Town Clerk, Remy Orffeo, Jennifer Brady, and Building Inspector Tom Minor
FROM: Anna Worang-Zizzi
SUBJECT: March 13 - TB Agenda "Old Business Item(s)"

OLD BUSINESS

The Planning Board at their 3/14/25 meeting recommended the following:

1. **With regard to 10 Cobham Drive, located in the Krog Industrial Center, Zoned I-1**, "Mission Systems Orchard Park Inc.", (previously known as "Carleton Controls"), Zoned I-1, (SBL#'s 161.18-2-2 & 161.18-2-1), Requesting approval for a 49,500 square foot warehouse addition and a parking expansion, that the Town Board **APPROVE** the presented Site Plan [dated 2/20/2025] and **AUTHORIZE** a Building Permit:
 1. All public notices have been filed.
 2. The Applicant has provided documentation that the Plan meets the standards of the industrial park.
 3. This is an UNLISTED SEQR Action, based on the Submitted Long EAF.
 4. The site lighting is limited to those fixtures and poles indicated on the approved site plan. Light fixtures shall have flat lenses and all lighting is to be directed downward and toward the site.
 5. No outside storage or display is permitted.
 6. The Landscape Plan, was approved with the Total Green Space meeting the Town requirement of 20%. In accordance with Section 144-44(c)(1)(a)(2) a Certified Check amounting to 50% [\$44,550] of the Landscaping Estimate Value [\$89,100] shall be deposited with the Town Clerk. Conservation Board approval was granted [10/1/24].
 7. Any future dumpsters shall be screened, in accordance with Section 144-25 of the Town Code.
 8. The applicant is to provide the Town of Orchard Park Assessor with an "independent" appraisal for the completed project by a Certified Commercial Appraiser.
 9. Engineering Approval was granted on 3/13/2025.
 10. The Applicant will comply with Landscaping proposals as requested by the Town Board, and as included on the presented Plan. This includes maintaining the natural appearance of the northern section of the Plan, including planting additional trees as might be proposed.

Continued Page 2

2
1. **With regard to Lexington Heights (Birdsong Parts 4 & 5), located west of Transit Road and North of Jewett Holmwood, Zoned R-1 (SBL# 173.04-2-25.1)**, that the Town Board **APPROVE** the requested rezoning from R-1 to R-1 with a Conservation Management Overlay District (CMO) designation, for the purpose of constructing 129 single-family homes on 125 +/- acres based on the following conditions and stipulations:

1. This recommendation does not constitute recommendation of the Plat Plan as proposed, but rather recognition that CMO housing desirable for potential owners, and of benefit to the Town.

PLEASE SET A PUBLIC HEARING DATE FOR APRIL 16.

3. **With Regard to 50 Cobham Drive, located east of California Road and north of 20A, Zoned I-1. (SBL # 161.18-2-4.12)**, that the Town Board **APPROVE** the presented Site Plan and **AUTHORIZE** a Building Permit, to construct a parking expansion of 98 parking spaces for a total of 205 spaces per the plan received on 1/3/25, based on the following conditions and stipulations:

1. All public notices have been filed.
2. The Applicant has provided documentation that the Plan meets the standards of the industrial park.
3. This is an UNLISTED SEQR Action, based on the Short EAF submitted on 9/11/24, and a Negative Declaration is made.
4. The site lighting is limited to those fixtures and poles indicated on the approved site plan. Light fixtures shall have flat lenses and all lighting is to be directed downward and toward the site.
5. No outside storage or display is permitted.
6. The Landscape Plan, received 1/7/25, was approved with the Total Green Space meeting the Town requirement of 20%. In accordance with Section 144-44(c)(1)(a)(2) a Certified Check amounting to 50% of the \$9,350.00 Landscaping Estimate Value shall be deposited with the Town Clerk. \$4,675 Conservation Board approval was granted on 1/7/24.
7. Any future dumpsters shall be screened, in accordance with Section 144-25 of the Town Code.
8. The applicant is to provide the Town of Orchard Park Assessor with an "independent" appraisal for the completed project by a Certified Commercial Appraiser.
9. Engineering Approval was granted on 2/25/2025.

4. **With Regard to V/L located on the west side of Burton Road at Powers Road, (Cornell Cooperative), Zoned R-2 and A-1**, that the Town Board **APPROVE** the presented Site Plan and **AUTHORIZE** a Building Permit, to construct a 7,240 +/- square foot Educational Facility with an associated Agricultural Campus , upon 15.0 acres, per the plan received on 3/5/25, based on the following conditions and stipulations:
1. All public notices have been filed.
 3. This is an UNLISTED SEQR Action, based on the Short EAF submitted on 8/2/21, and a Negative Declaration is made.
 3. The site lighting is limited to those fixtures and poles indicated on the approved site plan. Light fixtures shall have flat lenses and all lighting is to be directed downward and toward the site.
 4. No outside storage or display is permitted.
 5. The Landscape Plan, received 3/5/25, was approved with the Total Green Space meeting the Town requirement of 20%. In accordance with Section 144-44(c)(1)(a)(2) a Certified Check amounting to 50% of the \$15,096.50 Landscaping Estimate Value shall be deposited with the Town Clerk (\$7,548.25). Conservation Board approval was granted on 11/7/23.
 7. Any future dumpsters shall be screened, in accordance with Section 144-25 of the Town Code.
 8. The applicant is to provide the Town of Orchard Park Assessor with an "independent" appraisal for the completed project by a Certified Commercial Appraiser
 9. Engineering Approval was granted on 3/6/25.