Amherst Town Board

Regular Meeting of the Town Board

Minutes

5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Monday, August 10, 2026 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

William P. Larkin – former Amherst Highway Department Employee

Barbara L. Trabert – former Amherst Highway Department Employee, dear wife of Thomas L. Trabert, Jr.

Barry E. Stark - Past Fire Commissioner and life member for Eggertsville Hose Company

II. INVOCATION

Councilmember Kavanaugh

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on August 10, 2026 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Shawn Lavin	Town of Amherst	Supervisor	Present	
Angela Marinucci	Town of Amherst	Deputy Supervisor	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
John B. Davis	Town of Amherst	Councilmember	Present	
Jack Kavanaugh	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	
Lynda Juul	Town of	Director of Finance	Present	

	Amherst			
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	
Brian J. Armstrong	Town of Amherst	Director of Engineering Services	Present	

V. MINUTES APPROVAL

1. Monday, July 27, 2026

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

VI. PROCLAMATIONS AND ANNOUNCEMENTS

15th Annual Amherst Veterans Memorial Wall Ceremony – Sunday, August 16th at 2 pm

VII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR LAVIN:

B. DEPUTY SUPERVISOR MARINUCCI:

C. COUNCILMEMBER SZUKALA:

D. COUNCILMEMBER DAVIS:

E. COUNCILMEMBER KAVANAUGH:

VIII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

IX. DEVELOPMENT REVIEW ACTIONS

X. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

Board Appointments - Amherst Conservation Advisory Council, Board of Ethics, Historic Preservation, IDA, Planning, Recreation, Recycling & Waste, Traffic Safety and the Zoning Board of Appeals.

NOTE - The number of vacancies is listed after the Committee name.

1. 9/11 Commemoration Committee

Membership is unlimited.

2. **Amherst Committee on Disabilities**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**
   Membership is full.

7. **Amherst Veterans Committee**

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee**

17. **Freedom of Information Law (FOIL) Board**

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**
    Membership is full.

20. **Information Technology Advisory Committee**

21. **Library Board of Trustees**

Membership is full.

22. Minority / Woman Owned Business

23. Open Government Advisory Board

24. Planning Board

Membership is full.

25. Recreation Commission

26. Recycling and Waste Committee

27. Senior Services Advisory Board

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

XI. PUBLIC EXPRESSION

This is an opportunity for residents to comment on matters involving Amherst other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Public Expression was opened at 3:04 PM.

The following speakers addressed the Town Board:
Andrea Morgante, Amherst - Resolution 2026-610 & Kingsgate playground
Dave Kusneske, 49 Prestonwood Ln - NYS Audit reports
Bill Schickling, 141 Garrison Rd - NYS Audit reports
Julie Van Lente, 116 Parkwood Dr - NYS Audit reports
Ray Berry, 110 Thistle Lea - NYS Audit reports
Tracy Lee Feerczyk, Amherst - 330 Maple Road purchase
Don Steinsholt, Amherst - Gambling at the Senior Center
Dawn Harvey, 42 Pearce Dr - Kingsgate playground
Matt Dubois, Amherst - Kingsgate playground
Matt Oklec, Amherst - Resolution 2026-629
Ben Little, Amherst - Kingsgate playground
Terese Barry, 110 Thistle Lea - second public expression
Jane Cox, 4584 Harlem Rd - Resolution 2026-610 & Kingsgate playground
Kaitlyn Parrino, 116 Avalon Dr - Kingsgate playground
Duke McGuire, 271 Ridgewood Dr - Kingsgate playground

Wendy Tomczak, 59 Bennington Rd - Kingsgate playground

There were no further speakers from the public, therefore Supervisor Lavin moved to close Public Expression, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Public Expression was closed at 3:44 PM.

XII. CONSENT AGENDA

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2026-599

Comprehensive Planning Project (Bond Resolution - $100,000)

AGENDA ITEM : AUGUST 10th, 2026

TO: **Town Board**

FROM: **Stephen B. Bengart, Esq., Town Attorney**

DATE: **August 5, 2026**

RE: **Comprehensive Planning Project**
2026-2031 C.I.P. – Project P-1
Bond Resolution - $100,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR – Negative Declaration – Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 10, 2026**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)

Kimberly Amplement, Senior Planner (*w/attachments*)

8/10/2026
Supervisor Lavin made a motion to approve the SEQR determination, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Supervisor Lavin made a motion to adopt the Bond resolution, seconded by Deputy Supervisor Marinucci and unanimously approved via Roll Call vote 5-0.

RESULT:	**ROLL CALL VOTE (ADOPTED) [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-600

License Agreement with County of Erie (CRS #6410)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **License Agreement With County of Erie (CRS #6410)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-601

Community Benefit Agreement - 1760 Maple Road, LLC (CRS# 6411)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **Community Benefit Agreement with 1760 Maple Road, LLC (CRS #6411)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Resolution 2026-602

Community Benefit Agreement - 6812 Main Street, LLC (CRS# 6412)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **Community Benefit Agreement with 6812 Main Street, LLC (CRS #6412)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

B. TOWN CLERK:

1. Resolution 2026-603

Authorization for Pre-Payment to RDT Mail Corp for the 2026 School Tax Bills and School Tax Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2026 School Tax Bills ($18,735.50) and for the 2026 School Tax Receipts ($15,907.50).

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-604

Fireworks - Country Club of Buffako

Request for fireworks permit on Saturday, August 29, 2026, at approx. 10:00pm at Country Club of Buffalo, 250 Youngs Road with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet. (maximum shell size - 5 inches)
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.
- That the trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Karl Grohs and Barry Skoney.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds of over 1,000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed, you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-605

Amusement License - CHC Learning Center

Request by CHC Learning Center for a First-Class Amusement License to hold an outdoor event at 1085 Eggert Rd. on Thursday, August 13, 2026, from 4:30pm – 8:30pm.

Supervising Code Enforcement Officer recommends the approval of the amusement license. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

The following conditions apply:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On-site accessible parking must be provided for the guest area.
- Vehicle impact protection must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Resolution 2026-606

Amusement License - Grezi Restaurant

Request by Grezi Restaurant for a First-Class Amusement License to hold an outdoor event at 4543 Main St. on Saturday, October 3, 2026, from 12:00 PM – 4:30 PM.

Supervising Code Enforcement Officer recommends the approval of the amusement license.

The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00

per day, or fraction thereof.

The following conditions apply:

. That all fire lanes be kept clear at all times.
. All temporary power must be code compliant
. Bathroom facility must be made available & accessible.
. Onsite accessible parking must be maintained.
. Vehicle impact protection must be provided for the guest area.
. Fire Department access must be maintained at all times in the event of an emergency.
. Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

8/10/2026

A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

5. Resolution 2026-607

Amusement License - Hertel Home Consignment

Request by Hertel Home Consignment, Inc., for a First-Class Amusement License to hold an outdoor event at 5225 Sheridan Dr. on October 24, 2026, from 10 AM – 5 PM.

Supervising Code Enforcement Officer recommends approval of this event at the above noted address. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or a fraction thereof.

The following conditions apply:

. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
. That all fire lanes be kept clear at all times.
. Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
. All temporary power must be code compliant.
. A #5 ABC Fire extinguisher must be placed every 75'.
. Use of propane will require a Fire Prevention Permit.

- Bathroom facilities must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2025 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2026-608

Harlem Road Community Center - Auditorium Renovation Change Order GC-001 (CRS #6408)

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $5,925.19.

During construction, it was found that the flooring details shown in the plans were insufficient to work with the proposed transition strips between different floor materials. Additional sub-flooring was required to create an acceptable flooring height transition. Furthermore, it was found that the existing curtain "apron" surrounding the lower stage thrust, as well as the existing window treatments were in such poor condition that salvaging and reinstalling them would not be feasible.

As per the above, the project shall **increase** in value, utilizing the following funding sources:

KP 2505.4972 $ 4,665.19
A 1620.215 $ 1,260.00

Please note that the above request is contingent upon successful completion of the contract review procedure. The original contract is CRS/CMS #6012-5144, and this proposed Change Order is CRS #6408.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-609

Town Hall Window Treatments CRS #6401

WHEREAS, the Building Maintenance/Facilities Department received quotes to install new window treatments in the Amherst Town Hall Council Chambers; and

WHEREAS, the bid process resulted in responses from (3) three vendors as per the attached quotes;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance/ Facilities Department to award the contract to Allasen Carpet in the amount of $5,995.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Allasen Carpet.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-610

Playground Equipment for Willowdale (ACP) CRS #6425

WHEREAS, the Town Board passed Resolution 2026-247 on March 9, 2026 permitting the Town of Amherst to standardize its playground equipment to Landscape Structures, Inc; and

~~WHEREAS, a warranty for Landscape Structures, Inc playground equipment is only available when installation services are provided by a certified installer;~~

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities Department to issue a purchase order for equipment ~~and installation~~ to Landscape Structures, Inc. in the amount of $438,100.00 ~~$620,000.00~~; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Landscape Structures, Inc., pending successful completion of the Contract Routing System, CRS #6425.

8/10/2026
A motion to approve was made by Supervisor Lavin and seconded by Deputy Supervisor Marinucci. A motion was then made by Supervisor Lavin to amend, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2026-611

Budget Transfers and Amendments

For August 10, 2026 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 8/3/2026
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS – 2026

DECREASE:	***INCREASE***
A1420.4025 Atty- Print/Adv/Lease $270.00	A1420.2100 Furniture, Desk, Chairs $270.00

Requested per department.

BUDGET AMENDMENTS – 2026

INCREASE:	***INCREASE***
A1230.02089 Eco Develop- Erie Co Grant $25,000.00	A1230.4430 Miscellaneous $400.00 A1230.4110 Contractual $24,600.00

To recognize revenue received for the 250th anniversary celebration grant funding.

N2544.02785 CHEEK HOME- PI $4,288.50	N2544.4000 Contractual $4,288.50
N2549.02785 CHEEK HOME Admin- PI $476.50	N2549.4003 10% Admin $476.50

To recognize Community Development program income from 8 E. Toulon, Cheektowaga.

N2550.02785 TON HOME- PI $27,091.80	N2550.4000 Contractual $27,091.80
N2553.02785 TON HOME Admin- PI $3,010.20	N2553.4003 10% Admin $3,010.20

To recognize Community Development program income from 101 Glenhurst, Tonawanda.

N2656.03089 State Grant- State Aid $13,723.00	N2656.4000 Contractual $12,351.00 N2656.1000 Personal Svcs $1,274.50 N2656.8030 FICA $97.50

To recognize the 2026 housing rehabilitation matching state grant.

8/10/2026

A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

G. CONTRACT COMPLIANCE:

1. Resolution 2026-612

Extension of Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS #6387

WHEREAS, Duffy's AIS (original CRS #5050) has agreed to extend the Town Wide Refrigeration & Appliance Repair contract for an additional two-year term;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the contract with Duffy's AIS through September 30, 2028; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Duffy's AIS.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-613

Award Bid #2026032 Sludge Hauling Hook Truck - CRS #6418

WHEREAS, the Contract Compliance and Administration Department received bids on July 23, 2026 for Bid #2026032 Sludge Hauling Hook Truck; and

WHEREAS, the bid process resulted in a response from two (2) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Fleet Maintenance, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Water Pollution Control to trade in the sludge hauling truck listed below:

Year	Make/Model	VIN #	Trade-In Value
2013	Peterbilt 382 Sludge Hauling Truck	1NP-9L50X-4-DD193009	$13,000

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Fleet Maintenance, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to a long lead time between ordering and receiving the vehicle.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-614

Award Bid #2026033 Parking Lot Crack Fill, Seal Coat & Striping - CRS #6422

WHEREAS, the Contract Compliance and Administration Department received bids on July 30, 2026 for Parking Lot Crack Fill, Seal Coat and Striping; and

WHEREAS, the bid process resulted in responses from four (4) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Items #2, 4, 6, 7, 9, 11 and 1-3 of Other to Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so work can begin as soon as possible.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2026-615

Authorize Supervisor to Sign Amended State Grant Contract CRS #6431

Authorize the Supervisor to sign a contract amendment between the Town of Amherst and NYS Office of Parks, Recreation, and Historic Preservation for the relocation of a splash pad from Willowdale Park to North Forest Park, subject to the contract routing system CRS #6431 (original CRS #4974). Thank you for your consideration.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2026-616

Award of Bid – Mill Street Traffic Calming and Pedestrian Safety Improvements at Amherst State Park Millennium Construction, Inc. Town of Amherst Job# 2026.025

On July 23, 2026, bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Millennium Construction, Inc., 8320 Quarry Road, Niagara Falls, NY 14304, at their low base bid and alternate #1 sum of $149,705.00.

Funding is available from accounts KP2237-4972, $128,000 and KP2317-4972, $21,705.

May I please have your approval to award this contract? Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-617

Award of Bid – Cindy Dr., Ava Lane & Kim Circle Waterline Replacement Project 2026 – 2031 CIP Project E-3 T.O.A. Project No. 2026.012

On July 30, 2026 bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Fairway Contracting, P.O. Box 352, Orchard Park, NY 14127, in the amount of $719,335.10. For phase I only.

Funding for this contract shall be from project account KP2611.4972.

May I please have your approval to award this contract?

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-618

Award of Bid – Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2; Occhino Corp. Town of Amherst Job# 2014.048A; PIN 5764.66

On May 28, 2026, bids were received for the above referenced project. After Town and NYSDOT regional review of the three (3) bids received (attached tabulation) and using NYSDOT bid analysis requirements, we recommend the contract for the Casey Road Pedestrian & Bicycle Safety Improvements, Phase 2 be awarded to Occhino Corp., 2650 Seneca Street, West Seneca, NY 14224 at their low base bid amount of $2,049,761.64.

The majority of this project is federal funded and reimbursed through a Transportation Alternatives Program (TAP) Grant and in accordance with Resolution 2026-435. The remaining sources are from an Erie County betterment in accordance with Resolution 2024-559 and a local share from bonded accounts provided by the Town. The construction-specific allocation shall be as follows:

Federal Aid share:	$1,146,400
Erie County share:	$311,205
Local share:	$592,156.64
Total:	$2,049,761.64

The above referenced funding is all available within account KP-2306-4972. May I please have your approval to award this low contract?

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

L. FINANCE:

1. Resolution 2026-619

Amendment to 2026-2031 Capital Improvement Program

Please amend 2026 funding in the Capital Improvement Program (CIP) as follows:

Project	Original Amount	New Amount
YR-1A Town-Wide Playground Construction	1,000 LA	875 LA
F-13 NARC Stairway Replacement		125 LA
TOTAL	1,000 LA	1,000 LA

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

M. HIGHWAY

1. Resolution 2026-620

Authorize Supervisor to Sign Agreement to Extend Contract with NOCO Energy Corporation CRS #6427

Please authorize supervisor to sign extension agreement with NOCO Energy Corp to supply the Highway Department with diesel fuel. Subject to contract routing system CRS #6427 (original CRS #5203). NYS OGS award has been extended through August 2028. Thank you for your consideration.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

N. HUMAN RESOURCES:

1. Resolution 2026-621

Clerk- PT/Town Clerk

Please appoint a Clerk - PT to the Town Clerk's Office, Temporary. Effective August 14, 2026 at an hourly rate of $24.00.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-622

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 12, 2026 at an hourly rate of $21.09, Grade 4, Step A.

Contingent upon completing all pre-employment requirements.

Replacing an employee that retired.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

O. INFORMATION TECHNOLOGY:

1. Resolution 2026-623

Comtec of WNY, Inc. Statement of Work Hourly Rates, CRS #6414

TO: **Town Board**

FROM: **Michael Peller, Interim Director of Information Technology**

DATE: **August 10th, 2026**

RE: **Comtec of WNY, Inc. Statement of Work Hourly Rates, CRS #6414**

Kindly adopt this resolution authorizing the Supervisor to execute the attached Agreement between the Town of Amherst and Comtec of WNY Inc. This agreement is for regular and

emergency rates should there be a fiber optic cable service disruption. This agreement will expire on July 09, 2027.

Contract 6414 has successfully completed the Contract Routing System approval process.

Thank you.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

P. PLANNING:

1. Resolution 2026-548

Amendment to the SEQR Certification of Findings for 17.13± Acres of Land at "Muir Woods - Site B". [770 John James Audubon Parkway (NCD); Z-2002-09_F]

DRAFT RESOLUTION
August 10, 2026

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) that the requirements of SEQR have been completed, and be it further,

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings and condition imposed by the Planning Board as stated in their resolution of June 16, 2026, to amend the "Development Program" within the SEQR Findings Statement approved by the Town Board on October 15, 2024 that the petitioner shall be required to submit drafts of all required easements pursuant to project approvals issued for Site B of the Muir Woods Project to the Planning Department and Town Attorney's Office for review and approval of the content and form prior to the Town Board issuing a decision on the request to amend the Findings Statement. All required easements shall be recorded at the Erie County Clerk's Office by Petitioner prior to the Town Board issuing a decision on the request to amend the Findings Statement and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office.

RESOLVED, that the Town Board adjourns making a decision on the subject request to amend the Findings Statement until such time and as requested by the Town Attorney's Office all required easements shall be recorded at the Erie County Clerk's Office by Petitioner and recorded copies of all such required easements shall be provided by the

Petitioner to the Planning Department and the Town Attorney's Office.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:13 PM.

Attorney Marc Romanowski presented.

The following resident spoke:
Kevin Lynch, 9 Deer Ridge

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed at 9:23 PM.

8/10/2026
A motion to adjourn to the August 31st Town Board meeting was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 8/31/2026 7:00 PM**
MOVER:	Shawn Lavin, Supervisor	
SECONDER:	Angela Marinucci, Deputy Supervisor	
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh	

2. Resolution 2026-624

Sidewalk Waiver Request - 681 Frankhauser Road, SWW-2026-02

Sidewalk Waiver Request – SWW-2026-02, property located at 681 Frankhauser Road (SBL# 55.17-5-79). Forbes Capretto, Petitioner.

8/10/2026
A motion to deny was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**DENIED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-549

Historic Designation - 1 Cloister Court

WHEREAS, the Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, a landmark designation application for 1 Cloister Court was submitted by the property owner on September 24, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held a public hearing on the proposed designation of the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark on April 21, 2026; and

WHEREAS, in accordance with §121 of Town Code, 1 Cloister Court meets Local Landmark Criterion 121-6 A(i) (exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town), Local Landmark Criterion 121-6 A(ii) (is identified with persons or events significant in local, state, or national history), and Local Landmark Criterion 121-6 A(iii) (embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder); and

WHEREAS, at its April 21, 2026 meeting, the Historic Preservation Commission voted 5-0 (with one member absent) to recommend local historic designation of 1 Cloister Court to the Town Board; and

WHEREAS, the Amherst Town Board held a public hearing on July 27, 2026, regarding the proposed designation;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board hereby approves the recommendation of the Historic Preservation Commission and designates the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:25 PM.

Brian Swartz, Chair of the Historic Preservation Commission, presented.

The following resident spoke:
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed at 9:38 PM.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Resolution 2026-550

Historic Designation - 4467 Main Street

WHEREAS, the Town of Amherst possesses many significant historic, architectural, and cultural landmarks within its borders; and

WHEREAS, an initial landmark designation application for 4467 Main Street was submitted by a resident on March 18, 2024, and subsequently updated and submitted by the Town of Amherst Historic Preservation Commission on February 20, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held public hearings on January 30, 2025, and March 11, 2025, regarding the proposed designation of the commercial building located at 4467 Main Street as a Town Historic Landmark; and

WHEREAS, the Amherst Historic Preservation Commission voted to recommend 4467 Main Street to the Town Board at its April 8, 2025 meeting as a local landmark based on two of the five criterion set forth for designation of an Individual Landmark set forth in Section 121-6A of the Historic Preservation Law of the Town of Amherst as follows:

Local Landmark Criterion 121-6 A(iii): Embodies the distinguishing characteristics of a type, period, or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship, or is representative of the work of a designer, architect, or builder; and

Local Landmark Criterion 121-6 A(iv): Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic; and

WHEREAS, the Town Board held a public hearing on July 27, 2026, regarding the proposed designation; and

WHEREAS, the Town Board has considered all relevant information submitted by interested parties both in support and against the landmark designation including written submissions and information presented during the public hearing held on July 27, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby denies the application to designate the property at 4467 Main Street as a Town Historic Landmark for the following reasons:

- That the property does not embody distinctive characteristics of Georgian Revival architecture due to a lack of symmetry and classical detailing. In addition, the original building has been substantially altered and includes structural additions which would not be considered in-keeping with Georgian Revival architecture nor the period of significance offered.

- Given that the landmarking proposal recommends designating the entirety of the property, which includes all built structures (including those non-era additions), the asphalt parking lot, and all other improvements; the property as a whole lacks significance to warrant landmarking.

- The proposed recommended landmarking does not satisfy Criterion 1, 2, and 5 for landmarking established in §121-6A of the Historic Preservation Law limiting the property's significance for local landmarking.

- That the property's use as a bank does not render the property as a "familiar visual feature" based on its unique location or singular physical characteristic.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:38 PM.

Brian Swartz, Chair of the Historic Preservation Commission, presented.

The following speakers addressed the Board:
Attorney Charles Gottlieb, representing KeyBank
Lindsay Penale, KeyBank representative
Hallie Wright, Hamilton Dr
Ray Herman, 114 Oakgrove Dr
Susan Fenster, 46 Columbia Dr
Patrice, Amherst
Jane Cox, 4584 Harlem Rd
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed 10:28 PM.

8/10/2026
A motion to deny the Historic Designation was made by Supervisor Lavin, seconded by Councilmember Szukala and approved via Roll call vote 3-2 (Marinucci, Kavanaugh, nay).

RESULT:	**DENIED [3 TO 2]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Michael Szukala, Councilmember
AYES:	Lavin, Szukala, Davis
NAYS:	Marinucci, Kavanaugh

Q. POLICE:

1. Resolution 2026-625

Vocational Training Contract (CRS #6381) Williamsville Central School District

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Vocational Training Contract (CRS# 6381)**
Williamsville Central School District

Kindly adopt a Resolution authorizing the Supervisor to enter into and execute the above entitled contract with the Williamsville Central School District (CRS #6381). This contract has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: August 10, 2026)***

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-626

Change Order: Digital Surveillance Solutions (DSS) (CRS #6407) Security Repairs & Upgrades to Town Buildings

TOWN BOARD AGENDA ITEM: AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Change Order**
Digital Surveillance Solutions (DSS) (CRS #6407)
Security Repairs & Upgrades to Town Buildings

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached change order between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. The original contract was approved on October 28, 2024 (CRS# 5113). This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-627

Training & Travel Request Advanced Latent Ridgeology

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Training & Travel Request**

Advanced Latent Ridgeology

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Youngsville, NC from October 18, 2026 through October 23, 2026. The cost for the training and travel is $3,335.90.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Resolution 2026-628

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled course. This course is being held in Albany, New York from September 21, 2026 through September 24, 2026. The cost for this training and travel is $1,727.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

5. Resolution 2026-629

NYS Department of Transportation Applications (CRS #6424) Equipment Installation Within State Right-Of-Ways

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **NYS Department of Transportation Applications (CRS #6424) Equipment Installation within State Right-of-Ways**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute applications, agreements and any other paperwork required between the Town of Amherst (Police), NYS Department of Transportation (NYSDOT) and Erie County Department of Public Works (ECDPW) with regard to the above matter. Approval of this matter is pending successful completion of the Contract Routing process.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis. Motion fails via Roll call vote 2-3 (Marinucci, Davis, Kavanaugh, nay).

RESULT:	**ROLL CALL VOTE (DEFEATED) [2 TO 3]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Szukala
NAYS:	Marinucci, Davis, Kavanaugh

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2026-630

NYSDOT Annual Maintenance Permit CRS #6415

The Sanitary Sewer Maintenance Division requests that the Town Board authorize the Town Supervisor to execute the attached Undertaking Form as part of the New York State Department of Transportation (NYSDOT) annual maintenance permit application for all utility and non-utility infrastructure in the town within the State right-of-way.

The Division further requests that a certified copy of the adopted resolution be provided to the New York State Department of Transportation in support of the required permit application.

There is no cost associated with the signing of the Undertaking form.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-631

Purchase of 1-Year Identifix Government Subscription Vehicle Maintenance and Repair Program CRS #6423

We respectfully request the Town Board to authorize the expenditure of $1,548.00 for a 1-Year Subscription for Identifix ($129.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,548.00 and funding will be available from the Sewer Maintenance account G 9000 - 2130.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-632

Thomas Conveyor Replacement Parts Contract Extension James Eagen Sons Co. CRS No. 6230

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with James Eagen Sons Co. The terms and conditions within Town of Amherst Bid 2023056 Thomas Conveyor Replacement Parts shall remain the same. The terms of this contract extension will be effective the date of execution through August 9, 2028

This request is pending successful completion of the contract review process.

Funds for this request are available in G9916-4921.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Resolution 2026-633

Ferguson Electric Payment Authorization

The Engineering Department Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Ferguson Electric

invoice FI026041 in the amount of $585.00. The work completed on the invoice was done so before the current contract went into place.

Funds for this request: G9916-4960.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

5. Resolution 2026-634

Leo Brenon Topsoil Payment Authorization

The Engineering Department Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Leo Brenon Topsoil invoice 9580 in the amount of $2,300.00. While the mulch and topsoil on the invoice are included with the current contract with Leo Brenon, decorative stone was not, therefore requiring the need for authorization.

Funds for this request: G9916-4924.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

T. YOUTH AND RECREATION:

1. Resolution 2026-635

Sheltering Agreement - Transit Middle - CRS #6403

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for Transit Middle School emergency sheltering use of the Clearfield Community Center.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Resolution 2026-636

User Agreement (Car Show) CRS #6404

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville to use the parking lots of the Northtown Center at Amherst for a charity car show on Sunday, August 16, 2026.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Resolution 2026-637

Harlem Road Community Center Auditorium Rental Fee

Set rental rates for the newly refurbished Harlem Road Community Center auditorium at $50.00 per hour for all users for the remainder of 2026 and all of 2027. This rate has been reviewed and approved by the Amherst Youth Board.

8/10/2026
A motion to adjourn to the August 31st Town Board meeting was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 8/31/2026 7:00 PM**
MOVER:	Shawn Lavin, Supervisor	
SECONDER:	Angela Marinucci, Deputy Supervisor	
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh	

4. Resolution 2026-638

Sheltering Agreement - Casey Middle - CRS #6405

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for Casey Middle emergency sheltering use of the North Amherst Recreation Center.

This Agreement will be from July 22, 2026 through July 1, 2027.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

5. Resolution 2026-639

Child Day Care Services Agreement - CRS #6421

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services allowing the Town to receive reimbursement for the provision of Child Day Care Services for the 2026 - 2027 School year, pending successful completion of the Contract Routing System process, CRS #6421.

8/10/2026

A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2026-75

Letter Re: 4467 Main Street Public Hearing

Amherst Chamber of Commerce letter in opposition of the possible historic preservation designation at 4467 Main Street.

8/10/2026
A motion to receive and file was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

2. Communication 2026-76

Notice of Claim: Main-Transit Fire Department Vs. Town of Amherst

8/10/2026
A motion to refer to the Town Attorney was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

3. Communication 2026-77

Notice of Claim: Austin and Yukiko Miller Vs. Town of Amherst

8/10/2026
A motion to refer to the Town Attorney was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

4. Communication 2026-78

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

KIN Inc.-Wegmans Food Markets Inc.
Autozone Inc #6497
2351 North Forest, LLC
Amherst II VF LLC
ECP LLC and NWW LLC
MBR Management of Amherst LLC
Family Video Movie Club Inc
Ivoclar Vivadent Inc.
435 Creekside Drive, LLC
Amherst Station II LLC
Boulevard Towers Associates LLC
550 Centerpointe Park LLC
100 Villas Drive LLC
Amherst Station II LLC c/o McDonald's Corporation
Sher Bail Associates LLC Benderson Development c/o Walmart #US02210
Maple Ridge Plaza Acquisitions LLC
MPD Development LLC
Plutus Development LLC; Yickjing 567 LLC
Pomeroy Lane Condominium

80 Lawrence Bell Drive LLC
5488 Sheridan Drive LLC; Northwest College Park Associates, LLC; James A. Zaepfel
3980 Bailey Avenue LLC
Nicholas Ingold
335GB LLC; Anthony B. Habib & Becky A. Machado & Amelia J. Habib
3D Partners LLC
Park Lane Court by Noah Yellen
Kelton Enterprises, LLC; Springbank Develops Inc. c/o Ryan Property Tax Service
Kelton Enterprises; Amusements of WNY Inc.
Benderson 85-1 Trust; Ronald Benderson
DEL Associates XXVII, LLC
Egate-93, LLC
1401 NFB, LLC
Mississippi ADP LLC; Ronald Benderson & David Baldauf and Benderson Development
Amherst NY Properties KP6 LLC

8/10/2026
A motion to refer to the Town Attorney & Town Assessor was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. EXECUTIVE SESSION

Employment History of Particular Person(s)

Proposed, Pending and Current Litigations(s)

Proposed Sale of Real Property When Publicity Might Affect Value

Attorney Client Privileged

At 4:09 PM, Supervisor Lavin moved to adjourn to Executive Session, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. At 5:30 PM, a motion to exit the Executive Session was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

XVIII. ADJOURNMENT

The Town Board meeting of August 10, 2026 was adjourned at 5:30 PM.

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 32124 **RESOLUTION 2026-599** **ROLL CALL VOTE (ADOPTED)**

Comprehensive Planning Project (Bond Resolution - $100,000)

AGENDA ITEM : AUGUST 10th, 2026

TO: **Town Board**

FROM: **Stephen B. Bengart, Esq., Town Attorney**

DATE: **August 5, 2026**

RE: **Comprehensive Planning Project**
2026-2031 C.I.P. – Project P-1
Bond Resolution - $100,000

Kindly take the following action with respect to the above bond request:

(1) Adopt the attached SEQR – Negative Declaration – Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item – August 10, 2026**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Kimberly Amplement, Senior Planner (*w/attachments*)

8/10/2026
Supervisor Lavin made a motion to approve the SEQR determination, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Supervisor Lavin made a motion to

adopt the Bond resolution, seconded by Deputy Supervisor Marinucci and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $100,000

RESULT:	**ROLL CALL VOTE (ADOPTED) [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

July 21, 2026

Town Board Agenda August 10, 2026

MEMORANDUM

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Draft SEQR Negative Declaration – Comprehensive Planning Project

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the August 10, 2026 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/CIP/2026 CIP/MPR/SEQR Memo 7-7-26.doc
cc: Town Clerk
Town Attorney

Attachment: SEQR P-1 (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: SEQR Neg Dec P-1 (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Comprehensive Planning Project
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	August 10, 2026

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Comprehensive Planning Project

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of a comprehensive plan and subsequent revisions to development regulations.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Project) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

Attachment: SEQR Neg Dec P-1 (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

10. Significant negative traffic impacts are not expected to result from the proposed action.

11. Issues not specifically mentioned above were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Shawn A. Lavin, Supervisor date

DU/KA/ac
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/CIP/2026 CIP/MPR/Neg Dec 7-7-25.docx
cc: Town Clerk
Town Attorney

Attachment: SEQR Neg Dec P-1 (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

Town of Amherst

Comprehensive Planning Project
2026 – 2031 Capital Improvement Program Project P-1

Map, Plan & Report
August 2026

CONTENTS:

- Town Board Approved 2026-2031 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Financial/Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

TOWN OF AMHERST
Comprehensive Planning Project

TOWN BOARD APPROVED 2026-2031 CIP PROJECT P-1

Planning Project ID	Project Title/Description	Recommended Schedule (X $1,000) 2026	2027	2028	2029	2030	2031	Total Cost 2026-2031
P-1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years.	100 LA	100 LA					$200,000

INTRODUCTION / EXISTING CONDITIONS

The Town Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 130,500. In the late 1960s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York, and some provide unique products and services that reach far beyond the region. Amherst's residents, businesses and other stakeholders recognize the importance of planning and look to move forward as a community with plans to sustain its success and benefit from new opportunities in the future.

The Town's current comprehensive plan, the Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Plan has served the Town well and has been updated several times. Changing conditions and emerging trends in technology, demographics, housing, economics, mobility, land use, and lifestyles are reshaping communities throughout the country and in our region. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and a community of choice in the Western New York Region and in New York State. The Town has undertaken a number of planning initiatives over the past few years and has initiated the process of forming a new comprehensive plan to establish priorities and pathways for the future.

PROPOSED SCOPE

The formulation of a new plan includes preparation of related studies and tools for implementation. The Town must support the comprehensive planning effort through a variety of related tasks that could include but are not limited to the following: (1) review of local and regional planning initiatives, (2) study and analysis of economic and demographic conditions and trends, (3) exploration of specific planning areas, (4) consideration of emerging technologies and trends that influence development and growth, and (5) development of implementation actions to achieve

Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

the plan's vision. This project will also inform revisions to the Town's development regulations. The scope of these tasks may change as the nature of the project evolves.

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a total cost of $100,000.00 financed entirely with serial bonds.

FINANCIAL SUMMARY

Professional Services	$99,500.00
Legal/Administrative	$500.00
Total Amount to be Bonded	$100,000.00

TAXATION SUMMARY

Total Bond Amount:	$100,000 (General Fund)
Bond Term:	5 Years
Annual Tax Impact:	$0.0063 per $1,000 AV at 99% Equalization
Median Home Annual Tax Impact:	$2.1457 per $341,000 AV at 99% Equalization

SEQR DETERMINATION

See the attached memo from the Amherst Planning Department.

Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel Ulatowski, AICP
Assistant Planning Director

July 21, 2026

Town Board Agenda August 10, 2026

MEMORANDUM

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

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cc: Town Clerk
Town Attorney

Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
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Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

SEQR

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Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

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11. Issues not specifically mentioned above were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Shawn A. Lavin, Supervisor date

DU/KA/ac
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/CIP/2026 CIP/MPR/Neg Dec 7-7-25.docx
cc: Town Clerk
Town Attorney

Attachment: MPR 2026 P-1 Comprehensive Planning (RES-2026-599 : Comprehensive Planning Project (Bond Resolution - $100,000))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Attorney
Initiated by: **Elizabeth Burakowski**
Co-Sponsored by:

DOC ID: 32121 **RESOLUTION 2026-600** **ADOPTED**

License Agreement with County of Erie (CRS #6410)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **License Agreement With County of Erie (CRS #6410)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("***Agreement***") made as of this ___ day of _____, 2026 ("***Effective Date***") is being entered into between the **TOWN OF AMHERST**, a municipal corporation, having its principal office at 5583 Main Street, Williamsville, New York 14221 (hereinafter the "***Town***") and **COUNTY OF ERIE**, a municipal corporation have it principal office at 95 Franklin Street, Buffalo, New York 14202 (hereinafter "***County***")

WITNESSETH:

WHEREAS, the Town is the owner of a parcel of land consisting of approximately 8.07 acres located at 750 North Forest Road [SBL No. 68.01-1-1.21] (hereinafter "***Town Parcel***"); and

WHEREAS, the County is the owner of a parcel of land consisting of approximately 162.43 acres located at 772 North Forest Road [SBL No. 68.01-1-1.22] in the Town of Amherst that was acquired via Warranty Deed recorded at the Erie County Clerk's Office on May 11, 2026 at Liber 11460 of Deeds at Page 7008 (hereinafter "***County Parcel***"); and

WHEREAS, the County has requested that the Town grant a temporary non-exclusive license for the purpose of authorizing the County to utilize the existing parking area located on the Town Parcel for the temporary storage of clean fill.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the terms and conditions hereinafter set forth, the parties agree as follows:

1. Conveyance of Temporary Non-Exclusive License. The Town hereby grants a temporary and non-exclusive license to the County to allow the temporary storage of clean fill within the existing parking area located on the Town Parcel ("***License Area***"). The approximate location of the License Area is depicted on the attached **Schedule 1**.

2. Use of License Area and Restoration. The temporary and non-exclusive license being conveyed by the Town to the County is expressly limited to the temporary storage of clean fill. The temporary and non-exclusive license does not authorize the County to utilize the Town Parcel for any other purpose or use other than as expressly stated in this **Section 2** of the Agreement. The County shall be responsible for restoring the parking area to its existing conditions upon ceasing use of the License Area, including not limited to restriping, repairs, etc.

3. Hazardous Materials. County shall not cause or permit any Hazardous Materials to be brought upon, kept, stored, used, generated, manufactured, treated, released, discharged of, or transported on or about the Town Parcel. For purposes of this Lease, "Hazardous Materials" means: (a) any "hazardous substance" or "acutely hazardous substance" identified or listed by the New York State Department of Environmental Conservation pursuant to Article 37 of the New York Environmental Conservation Law, including without limitation 6 NYCRR Part 597, as the same may be amended from time to time; (b)

Attachment: License Agreement-SWH-07-24-26 (RES-2026-600 : License Agreement with County of Erie (CRS #6410))

any hazardous waste regulated under Article 27 of the New York Environmental Conservation Law and the regulations promulgated thereunder; (c) petroleum, petroleum products, used oil, polychlorinated biphenyls ("PCBs"), asbestos-containing materials, lead-containing materials, mold requiring remediation under applicable law, and any other substance or material the storage, use, handling, transportation, release, or disposal of which is regulated by any federal, state, or local environmental law. County shall comply with all applicable federal, state, and local environmental laws, regulations, ordinances, and codes relating to Hazardous Materials. County shall immediately notify Landlord of any spill, release, discharge, or other environmental condition involving Hazardous Materials on the Premises. Any violation of this **Section 3** shall constitute a material default under this Agreement. County shall, at County's sole cost and expense, promptly remove any prohibited Hazardous Materials and remediate any contamination caused by County or County's agents, employees, contractors, invitees, or guests in accordance with applicable law and to the satisfaction of all governmental authorities having jurisdiction as well as the Town. The County shall indemnify, defend, and hold harmless the Town from and against all claims, liabilities, damages, penalties, fines, losses, costs, and expenses (including but not limited to attorney fees and environmental consulting costs) arising out of County's breach of this **Section 3**. The obligations of County under this **Section 3** shall survive the expiration or earlier termination of this Agreement.

4. Insurance: The County shall not utilize the License Area pursuant to this Agreement until it has obtained all insurance specified in attached **Schedule 2** and produced satisfactory proof of the same and such insurance has been approved by the Town.

5. Indemnification. To the fullest extent permitted by law, the County shall defend, indemnify and hold harmless the Town against any claims, actions, losses, expenses and damages, including but not limited to court costs and attorney fees for bodily injury including but not limited to death, and/or property damage ("***Damages***") resulting from or arising from the use of the License Area by the County, its agents, its employees, contractors and subcontractors.

6. Term: This term of this Agreement shall commence on the date this Agreement has been executed by both of the parties. The term of this Agreement shall be twelve (12) months. Each party has the right to terminate this Agreement upon thirty (30) days written notice to the other party.

7. Default. A "Default" shall occur if the Erie County fails to comply with the material terms and conditions set forth in this Agreement. Upon a default, the Town shall provide Erie County with written notice (the "***Default Notice***") specifying the nature of the Default and the required action to cure the default. Erie County shall have thirty (30) days from the date of receipt of the Default Notice within which to cure the Default. If the Default is cured by Erie County to the satisfaction of the Town within the applicable cure period, the Default shall be deemed remedied. If the Default is not cured to the satisfaction of the Town within the applicable cure period, the Town may terminate this Agreement upon thirty (30) days written notice to Erie County.

Attachment: License Agreement-SWH-07-24-26 (RES-2026-600 : License Agreement with County of Erie (CRS #6410))

8. Notice. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed to:

   A. To the Town as follows: 1.) Town of Amherst Town Attorney, 5583 Main Street, Williamsville, NY 14221; and 2.) Town of Amherst Supervisor, 5583 Main Street, Williamsville, NY 14221

   B. To the County as follows: Erie County Attorney, 95 Franklin Street, Buffalo, New York 14202.

9. Miscellaneous.

   A. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

   B. This Agreement and the Schedule(s) attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement and the attached Schedule(s). This Agreement may not be amended or modified except by a written document approved and executed by the parties hereto.

   C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Supreme Court of the State of New York County of Erie shall have exclusive jurisdiction to hear any dispute in connection with this Agreement resulting in litigation. The parties hereby waive any right to a trial by jury in any court in connection with any contractual, tortuous or statutory claim, counterclaim or cross claim against the other arising out of or connected in any way to this Agreement.

   D. The individuals executing this Agreement on behalf of the parties represent and warrant that they are of legal age, possess full capacity, and have the legal right and authority to enter into this Agreement.

   E. This Agreement may not be altered, amended, modified, restated and/or supplemented except pursuant to a written document executed by both parties.

   F. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way

Attachment: License Agreement-SWH-07-24-26 (RES-2026-600 : License Agreement with County of Erie (CRS #6410))

affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

G. This Agreement shall be binding upon and shall ensure to the benefit of the parties, their successors and assigns.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE]

Attachment: License Agreement-SWH-07-24-26 (RES-2026-600 : License Agreement with County of Erie (CRS #6410))

IN WITNESS WHEREOF, the parties to this Agreement have executed the same, the day and year first above written.

ERIE COUNTY

Signature: _____
By: _____
Title: _____

APPROVED AS TO FORM

Signature: _____
By: Richard Stanton
Title: Assistant County Attorney
Date: _____
Erie County Document No.: _____

TOWN OF AMHERST

Signature: _____
By: Shawn A. Lavin
Title: Supervisor

APPROVED AS TO FORM

Signature: _____
By: Steven B. Bengart
Title: Town Attorney

Attachment: License Agreement-SWH-07-24-26 (RES-2026-600 : License Agreement with County of Erie (CRS #6410))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Attorney
Initiated by: **Elizabeth Burakowski**
Co-Sponsored by:

DOC ID: 32122 **RESOLUTION 2026-601** **ADOPTED**

Community Benefit Agreement - 1760 Maple Road, LLC (CRS# 6411)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **Community Benefit Agreement with 1760 Maple Road, LLC (CRS #6411)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road, LLC (CRS

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement ("***Agreement***") dated as of _____ ___, 2026 is entered into by and among **1760 Maple Road, LLC**, a New York limited liability company having its principal office at 6790 Main Street, Williamsville, New York 14221 (together, the "***Company***"), and **the Town of Amherst**, a New York state municipal corporation having its principal office at 5583 Main Street, Williamsville, New York 14221 (the "***Town***").

WITNESSETH:

WHEREAS, the Company, for itself or for related individuals or entities, has submitted applications to the Town of Amherst Industrial Development Agency (the "***AIDA***") requesting the AIDA to undertake the "***Maple Road Project***" consisting of (i) the acquisition of a leasehold interest in certain property located at 1760 Maple Road in Amherst; (ii) the construction and equipping of a mixed use project including a four-story mixed use building, a four-story multifamily building and two two-story townhome buildings (including an aggregate of 118 residential units, 20% of which will be designated for workforce housing) and related site improvements; and (iii) the acquisition and installation therein thereon, or thereabout of certain machinery, equipment, and related personal property; and

WHEREAS, the AIDA's Board of Directors on August 15, 2025 approved certain financial assistance to be provided in connection with the Maple Road Project (the "***Maple Road Financial Assistance***"), consisting of (i) an exemption from sales and use taxes for the building materials and machinery, equipment, fixtures and furnishings; (ii) a mortgage recording tax exemption for one or more mortgages; and (iii) a ten year abatement from real property taxes in accordance with the AIDA's standard payment in lieu of tax schedule; and

WHEREAS, in addition to any other covenants, obligations and agreements which may be required by the AIDA, the provision of the Maple Road Financial Assistance is made subject to the agreement by the Company to comply with certain covenants and agreements which shall each constitute a "***Material Factor***"; and

WHEREAS, as an added community benefit to the Town of Amherst and its residents, the Company has agreed, at its sole cost and expense, to provide an offsite community benefit in the form of a financial contribution in the amount of $250,000.00 toward the construction of a restroom facility to be located in Westwood Park in the Town of Amherst (the "***Community Facility***"); and

WHEREAS, the Community Facility has been determined by the AIDA to constitute a Material Factor of the Maple Road Financial Assistance; and

WHEREAS, the Town has agreed to construct an inclusive playground and winter market plaza (the "***Town Project***") on approximately 8.1 acres of Town-owned land at 750 North Forest Road, Williamsville, New York 14221; and

WHEREAS, subject to a Community Benefit Agreement dated _____, 2026 and attached hereto as ***Exhibit 1***, between 6812 Main Street, LLC ("6812 Main") and the Town, 6812

Main has agreed to construct a restroom building as part of the Town Project (the "***Restroom Building***") and contribute approximately $250,000 of funding therefor; and

WHEREAS, the Town recognizes the benefits the Restroom Building provides to the Town Project; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth the rights and obligations hereunder.

NOW THEREFORE, for and in consideration of the recitals hereinabove and the mutual promises herein contained, the parties agree as follows:

1. **Funding**

The total cost of construction of the Restroom Building shall not exceed $499,999. The Company shall provide $250,000 towards the cost of construction and 6812 Main shall provide the balance of funding, not to exceed $249,999.

2. **Counterparts**

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

3. **Notices**

All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent or transmitted as follows:

Company:

1760 Maple Road, LLC
Attn: Paul Bliss
6790 Main Street
Williamsville, New York 14221

Town:

Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Amherst Town Attorney:

Town Attorney's Office
5583 Main Street
Williamsville, New York 14221

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road, LLC (CRS

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6. Venue and Governing Law

Any legal action or proceeding arising with respect to this Agreement shall be brought in the New York State Supreme Court sitting in the County of Erie. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to any choice of law provisions that would result in the application of other laws.

7. Severability

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

8. Captions

The Article headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2026.

1760 MAPLE ROAD, LLC

By: _____

NAME: Paul Bliss
TITLE: Manager
DATED: _____

TOWN OF AMHERST

By: _____

NAME: Shawn A. Lavin
TITLE: Town Supervisor
DATED: _____

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road, LLC (CRS

EXHIBIT 1
COMMUNITY BENEFIT AGREEMENT

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road, LLC (CRS

COMMUNITY BENEFIT AGREEMENT

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WITNESSETH:

WHEREAS, the Company, for itself or for related individuals or entities, has submitted applications to the Town of Amherst Industrial Development Agency (the "***AIDA***") requesting the AIDA to undertake the "***Main Street Project***" consisting of (i) the acquisition of a leasehold interest in certain property located at 6812, 6814, and 6832 Main Street and 29 & 37 Tennyson Terrace in Amherst; (ii) the demolition of existing on-site structures and the construction of a five-story mixed-use building totaling approximately 61,600 square feet and consisting of 34 apartments (seven of which will be designated for workforce housing), 14,400 square feet of first floor commercial space, and related site improvements; and (iii) the acquisition and installation therein, thereon, or thereabout of certain machinery, equipment, and related personal property; and

WHEREAS, the AIDA's Board of Directors on January 17, 2025 approved certain financial assistance to be provided in connection with the Main Street Project (the "***Main Street Financial Assistance***"), consisting of (i) an exemption from sales and use taxes for the building materials and machinery, equipment, fixtures and furnishings; (ii) a mortgage recording tax exemption for one or more mortgages; and (iii) a ten year abatement from real property taxes in accordance with the AIDA's standard payment in lieu of tax schedule; and

WHEREAS, in addition to any other covenants, obligations and agreements which may be required by the AIDA, the provision of the Main Street Financial Assistance is made subject to the agreement by the Company to comply with certain covenants and agreements which shall each constitute a "***Material Factor***"; and

WHEREAS, as an added community benefit to the Town of Amherst and its residents, the Company has agreed, at its sole cost and expense, to undertake and complete the construction of playground/park-related improvements located in the Town of Amherst in the approximate amount of $250,000 (the "***Park-related Improvements")***; and

WHEREAS, the completion of the Park-related Improvements has been determined by the AIDA to constitute a Material Factor of the Main Street Financial Assistance; and

WHEREAS, the Town has agreed to construct an inclusive playground and winter market plaza (the "***Town Project***") on approximately 8.1 acres of Town-owned land at 750 North Forest Road, Williamsville, New York 14221; and

WHEREAS, subject to the terms and conditions in this Agreement, the Company has agreed to construct a restroom building as part of the Town Project (the "***Restroom Building***"); and

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026.Ex1 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road,

WHEREAS, the Town recognizes the benefits the Restroom Building provides to the Town Project; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth the rights and obligations hereunder.

NOW THEREFORE, for and in consideration of the recitals hereinabove and the mutual promises herein contained, the parties agree as follows:

1. **Obligations of the Company**

   a. The Company shall construct the Restroom Building, which shall be an approximately 1,600 square foot building including three individual accessible toilet rooms, a custodial closet, and a covered area of approximately 650 square feet for picnic tables. The Restroom Building shall be constructed consistent with the Town-provided design and specifications and in accordance with all municipal and governmental requirements.

   b. Subject to the Town satisfying its obligations as set forth in Section 2 of this Agreement, the Company shall commence construction no later than April 1, 2027, unless otherwise extended in writing by the Town and the Company. Construction of the Restroom Building must be completed no later than the completion of the Town's Project.

   c. The total cost of construction of the Restroom Building shall not exceed $499,999. Pursuant to a Community Benefit Agreement dated _____, 2026 between 1760 Maple Road, LLC ("***1760 Maple***") and the Town, attached as ***Exhibit 1*** hereto, 1760 Maple shall provide $250,000 toward construction costs. The Company shall provide the balance of funding, not to exceed $249,999.

   d. The Company shall obtain all necessary building permits from the Town's Building Department subject to the Town Board adopting a resolution waiving the Building Permit Application fees.

   e. The Company shall furnish and construct all materials and equipment required for the construction of the Restroom Building and the installation of landscaping within five (5) feet of the exterior of the Restroom Building. The Company shall submit details of all construction and finish-related materials and equipment to the Town for written approval for consistency with the approved Town-provided design and specifications before procurement.

   f. The Company shall ensure that no liens are encumbered against the property at 750 North Forest Road relative to any work performed by the Company in construction of the Restroom Building and shall, within thirty (30) business days of notice of the filing of any lien have same removed and/or bonded to the mutual satisfaction of the Town.

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026.Ex1 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road,

2. Obligations of the Town

a. The Town shall fully design and engineer the Restroom Building or employ an outside design and engineering firm to do so. The Town shall provide fully approved construction-ready design documents stamped by an architect or engineer to the Company for its use.

b. The Town represents and warrants to the Company that the approved construction-ready design documents shall comply with all applicable governmental standards including but not limited to the NYS Building Code.

c. The Town shall secure all necessary governmental approvals for the Restroom Building, with the exception of building permits.

d. The Town shall, at its own cost and expense, install all required utility lines and related improvements to within five (5) feet of the exterior walls of the Restroom Building. The Town shall use best efforts to coordinate the timing of the installation of all required utility lines and related improvements with the Company so as not to delay or disrupt the Company' construction schedule.

e. The Town shall provide an ESR number to be obtained from National Grid for power services in order for the Company to provide and connect electrical service power to the Concession Building and all monthly billings will be in the Town's name.

f. The Town shall ensure all required Special Inspections are completed in a timely manner by its Building Department during the construction of the Restroom Building.

g. The Town shall waive all Building Permit Application fees for the Restroom Building.

Following completion of construction and the issuance of a certificate of occupancy by the Building Department, the Town shall assume all responsibilities for the Restroom Building, including ownership, maintenance and repairs, and operation.

3. Insurance

Prior to the first entry by the Company or its representatives, contractors or subcontractors onto the site, the Company shall maintain, or have its representatives maintain, and provide the Town proof of commercial general liability insurance of not less than $1,000,000 per occurrence and $2,000,000 combined single limit with excess coverage of not less than $5,000,000 which insurance shall name the Town as an additional insured on a non-contributory basis. The Policy shall contain a clause waiving the rights to subrogation.

4. Counterparts

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

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026.Ex1 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road,

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Attn: Paul Bliss
6790 Main Street, Suite 100
Williamsville, New York 14221

Town:

Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

And to the Amherst Town Attorney:

Town Attorney's Office
5583 Main Street
Williamsville, New York 14221

6. Venue and Governing Law

Any legal action or proceeding arising with respect to this Agreement shall be brought in the New York State Supreme Court sitting in the County of Erie. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to any choice of law provisions that would result in the application of other laws.

7. Severability

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

8. Captions

The Article headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2026.

6812 MAIN STREET, LLC

_____

NAME: __PAUL BLISS_____
TITLE: ___MANAGER_____
DATED: _____

TOWN OF AMHERST

_____

NAME: _SHAWN A. LAVIN
TITLE: __TOWN SUPERVISOR _____
DATED: _____

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026.Ex1 (RES-2026-601 : Community Benefit Agreement - 1760 Maple Road,

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Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Attorney
Initiated by: **Elizabeth Burakowski**
Co-Sponsored by:

DOC ID: 32123 **RESOLUTION 2026-602** **ADOPTED**

Community Benefit Agreement - 6812 Main Street, LLC (CRS# 6412)

AGENDA ITEM : AUGUST 10TH, 2026

TO: **Town Board**

FROM: **Elizabeth A. Burakowski, Esq., Director of Special Projects**

DATE: **August 5, 2026**

RE: **Community Benefit Agreement with 6812 Main Street, LLC (CRS #6412)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the CRS.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk (*w/attachment,* **Agenda Item – August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Revenue

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

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WHEREAS, the AIDA's Board of Directors on January 17, 2025 approved certain financial assistance to be provided in connection with the Main Street Project (the "***Main Street Financial Assistance***"), consisting of (i) an exemption from sales and use taxes for the building materials and machinery, equipment, fixtures and furnishings; (ii) a mortgage recording tax exemption for one or more mortgages; and (iii) a ten year abatement from real property taxes in accordance with the AIDA's standard payment in lieu of tax schedule; and

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WHEREAS, the completion of the Park-related Improvements has been determined by the AIDA to constitute a Material Factor of the Main Street Financial Assistance; and

WHEREAS, the Town has agreed to construct an inclusive playground and winter market plaza (the "***Town Project***") on approximately 8.1 acres of Town-owned land at 750 North Forest Road, Williamsville, New York 14221; and

WHEREAS, subject to the terms and conditions in this Agreement, the Company has agreed to construct a restroom building as part of the Town Project (the "***Restroom Building***"); and

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026 (RES-2026-602 : Community Benefit Agreement - 6812 Main Street, LLC

WHEREAS, the Town recognizes the benefits the Restroom Building provides to the Town Project; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth the rights and obligations hereunder.

NOW THEREFORE, for and in consideration of the recitals hereinabove and the mutual promises herein contained, the parties agree as follows:

1. **Obligations of the Company**

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Town of Amherst
5583 Main Street
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2026.

6812 MAIN STREET, LLC

_____

NAME: __PAUL BLISS_____
TITLE: ___MANAGER_____
DATED: _____

TOWN OF AMHERST

_____

NAME: _SHAWN A. LAVIN
TITLE: __TOWN SUPERVISOR _____
DATED: _____

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026 (RES-2026-602 : Community Benefit Agreement - 6812 Main Street, LLC

EXHIBIT 1
COMMUNITY BENEFIT AGREEMENT

Attachment: 6812 Main Street, LLC CBA Willowdale Restroom.8.4.2026 (RES-2026-602 : Community Benefit Agreement - 6812 Main Street, LLC

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WHEREAS, the Community Facility has been determined by the AIDA to constitute a Material Factor of the Maple Road Financial Assistance; and

WHEREAS, the Town has agreed to construct an inclusive playground and winter market plaza (the "***Town Project***") on approximately 8.1 acres of Town-owned land at 750 North Forest Road, Williamsville, New York 14221; and

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Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026.Ex1docx (RES-2026-602 : Community Benefit Agreement - 6812 Main Street,

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Company:

1760 Maple Road, LLC
Attn: Paul Bliss
6790 Main Street
Williamsville, New York 14221

Town:

Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Amherst Town Attorney:

Town Attorney's Office
5583 Main Street
Williamsville, New York 14221

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026.Ex1docx (RES-2026-602 : Community Benefit Agreement - 6812 Main Street,

6. Venue and Governing Law

Any legal action or proceeding arising with respect to this Agreement shall be brought in the New York State Supreme Court sitting in the County of Erie. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to any choice of law provisions that would result in the application of other laws.

7. Severability

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

8. Captions

The Article headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026.Ex1docx (RES-2026-602 : Community Benefit Agreement - 6812 Main Street,

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2026.

1760 MAPLE ROAD, LLC

By: _____

NAME: Paul Bliss
TITLE: Manager
DATED: _____

TOWN OF AMHERST

By: _____

NAME: Shawn A. Lavin
TITLE: Town Supervisor
DATED: _____

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026.Ex1docx (RES-2026-602 : Community Benefit Agreement - 6812 Main Street,

EXHIBIT 1
COMMUNITY BENEFIT AGREEMENT

Attachment: 1760 Maple Road CBA Willowdale Restroom.8.4.2026.Ex1docx (RES-2026-602 : Community Benefit Agreement - 6812 Main Street,

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 32108 **RESOLUTION 2026-603** **ADOPTED**

Authorization for Pre-Payment to RDT Mail Corp for the 2026 School Tax Bills and School Tax Receipts

We are requesting approval for and directive to the Comptroller for pre-payment to RDT Mail Corp for the mailing of the 2026 School Tax Bills ($18,735.50) and for the 2026 School Tax Receipts ($15,907.50).

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

A 1410 4020 (Postage) $18,735.50 2026 School Tax Bills

A 1410 4020 (Postage) $15,907.50 2026 School Tax Receipts

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

RDT Mail Corp
4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

INVOICE	82852
DATE	07/22/2026
TERMS	Due on receipt
DUE DATE	07/22/2026

COST CENTER
Town Tax Bills

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMO
	Prepaid Postage	Prepaid Postage - Town Tax Bills	26,500	0.707	18,73

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

Ways to pay

SUBTOTAL	18,73
TAX	
TOTAL	18,73
BALANCE DUE	**$18,735**

View and pay

Attachment: 2026 School Tax Bills Prepaid Postage (RES-2026-603 : Authorization for Pre-Payment to RDT Mail Corp for the 2026 School Tax

RDT Mail Corp
4444 Broadway
Depew, NY 14043 US
accounting@rdtmail.com

INVOICE

BILL TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

SHIP TO
Town of Amherst - Tax Bills Only
5583 Main St
Williamsville, NY 14221

INVOICE	82855
DATE	07/22/2026
TERMS	Due on receipt
DUE DATE	07/22/2026

COST CENTER
Town Tax Receipts

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMO
	Prepaid Postage	Prepaid Postage - Town Tax Receipts	22,500	0.707	15,90

Please send all ACH remittances and invoice questions to accounting@rdtmail.com.

Ways to pay

View and pay

SUBTOTAL	15,90
TAX	
TOTAL	15,90
BALANCE DUE	**$15,907**

Attachment: 2026 School Tax Receipts Prepaid Postage (RES-2026-603 : Authorization for Pre-Payment to RDT Mail Corp for the 2026 School

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 32109 **RESOLUTION 2026-604** **ADOPTED**

Fireworks - Country Club of Buffako

Request for fireworks permit on Saturday, August 29, 2026, at approx. 10:00pm at Country Club of Buffalo, 250 Youngs Road with the following conditions:

- That the spectators, parking areas and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet. (maximum shell size - 5 inches)
- That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.
- That the trajectory of shells shall not come within 25 feet of overhead objects.
- The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event. Submitted shooters are Karl Grohs and Barry Skoney.
- Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.
- Crowds of over 1,000 people require a crowd manager as per the IFC.
- If you would like to start the display earlier than the time proposed, you must call (716) 689-1212 before starting, and this time shall be approved by our office.
- The Amherst Town Board shall designate a time when the Fireworks display must conclude.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST
BUILDING DEPARTMENT | FIRE SAFETY DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE (716) 631-7140
FAX (716) 631-7192

MARK S. BERKE, P.E.
Commissioner of Building

Memorandum

DATE: July 22, 2026

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display - Country Club of Buffalo 250 Youngs Rd

DATE & TIME: Saturday 8/29/2026 @ 10PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions:

1) That the spectators, parking areas, and dwellings distance from the fireworks discharge location for vertical mortars shall be a minimum of 350 feet.
(Maximum shell size - 5 inches)

2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers may be required depending on site layout.

3) The trajectory of shells shall not come within 25 feet of overhead objects.

4) The shooters listed on the application shall be present at the site or a substitute shooters list shall be submitted five (5) or more days prior to the event.
Submitted shooters: Karl Grohs, Barry Skoney

5) Display shall follow NFPA 1123-2018 and the International Fire Code (IFC) 2020.

6) Crowds over 1000 people require a crowd manager as per the IFC.

7) If you would like to start the display earlier than the time proposed you must call (716) 689-1212 before starting, and this time shall be approved by our office.

8) The Amherst Town Board shall designate a time when the fireworks display must conclude.

Bryan W. Parnell
Senior Fire Inspector
Fire Safety Division

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7140

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
07/22/2026	**07/22/2026**	**08/30/2026**	**FP-2026-0062**

APPLICANT	ADDRESS	PHONE NUMBER
YOUNG EXPLOSIVES CORP	**PO BOX 18653 ROCHESTER**	**585-394-1783**

LOCATION OF ACTIVITY: Country Club of Buffalo - (SITE) 250-309 Youngs Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display

Date: 8/29/2026 @ 10PM

Maximum shell size (inches): 5

Minimum clearance from display (feet): 350

Must comply with IFC and NFPA

Fire extinguisher(s) required

Amherst Town Board shall set time for display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
	07/22/2026	**150.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

Signature

Jim Young, President
Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL

DATE

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffalo)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Sponsor: Alexander Damiani
   Fireworks Company: Young Explosives Corporation
   Wedding at Country Club of Buffalo 8/29/26
2. Date & time at which display is to be held: 08/29/2026 @ approx. 10 pm
3. Exact location of display: Country Club of Buffalo's golf course, below 18th hole (site map attached)
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Karl Grohs: over age 18, blue eyes, brown hair, 5' 11" tall
   Barry Skoney: Over age 18, brown hair, average height and weight
5. Number and kind of fireworks to be discharged:
   Approx.175 misc. 1.3G and 1.4G shells with the largest shell size of 5" (350' fallout radius)
6. Manner and place of storage of these fireworks prior to the display:
   Fireworks arrive/depart with Young Explosives crew
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $150.00 payable to the "Town of Amherst".

Date: 7/16/2026

Young Explosives Corporation
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of ~~Erie~~ Monroe NS
Town of ~~Amherst~~ Fairport NS

Sworn before me this 16 day of July in the year 2026

Notary Public

MAIDA SABANOVIC
Notary Public - State of New York
NO. 01SA0023939
Qualified in Monroe County
My Commission Expires Apr 25, 2028

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
YOUNG EXPLOSIVES CORP.
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424

1b. Business Telephone Number of Insured
(585) 394-1783

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
160900107

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
YOUNG EXPLOSIVES CORPORATION
P.O. BOX 18653
ROCHESTER, NY 14618

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 6163 63 - 9

3c. Policy effective period
04/01/2026 to 04/01/2027

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/2/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agei of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Certificate Number 880158

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffalo)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, a not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permi unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liabilit on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the paymer of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

CERTIFICATE OF LIABILITY INSURANCE

DA 7/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subje the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights t certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NA
INSURER A : Accident Fund Insurance Company of America	10
INSURER B : United Wisconsin Insurance Company	29
INSURER C : Allianz Global Corporate & Specialty SE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Young Explosives Corporation
P.O. Box 18653
Rochester NY 14618

COVERAGES **CERTIFICATE NUMBER:** 691839759 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	PYAP0000002-00	11/14/2025	11/14/2026	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	PYUA0000003-00	11/14/2025	11/14/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	25ABEX0204	11/14/2025	11/14/2026	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date: Saturday, August 29, 2026
Location: Country Club of Buffalo, 250 Youngs Rd, Buffalo, NY 14221
Additional Insured: Country Club of Buffalo; Town of Amherst, NY

CERTIFICATE HOLDER

Alexander Damiani
204 Sprucewood Terrace
Williamsville NY 14221
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: DOC073026-073026115431 (RES-2026-604 : Fireworks - Country Club of Buffalo)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 3/31/2027
THIS LICENSE MUST BE PO :D
IN YOUR PLACE OF BUSINE

License No. D-2316

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618
James R. Young

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoke

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and quantity is not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE. DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**6-NY-069-21-7K-00338**
Chief, Federal Explosives Licensing Center (FELC)	Maria Howard	Expiration Date	**October 1, 2027**

Name
YOUNG EXPLOSIVES CORP

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit
21-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

Licensee/Permittee Responsible Person Signature	President Position/Title
James R Young Printed Name	1/20/2025 Date

Previous Edition is Obsolete YOUNG EXPLOSIVES CORP:2165 NEW MICHIGAN ROAD:14424:6-NY-069-21-7K-00338:October 1, 2027:21-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended licens or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spou or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee fo benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license c permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **YOUNG EXPLOSIVES CORP**

Business Name:

License/Permit Number: **6-NY-069-21-7K-00338**

License/Permit Type: **21-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffalo)

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictmen been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an ali other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalizatio Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having be a citizen of the United States, has renounced the citizenship of that person.

2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the le sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**

3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licens Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control mu upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.

2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issuec under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, tl licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing busines or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to tl expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FE **Note:** The user-limited permits are not renewable.

3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).

4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days followin business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the divisio in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materia in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-33
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 1220
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618	YOUNG EXPLOSIVES CORPORATION P.O. BOX 18653 ROCHESTER NY 14618

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R 400 999-9	305159	01/01/2026 TO 01/01/2027	1/8/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
JAMES YOUNG
1 OF 1 EXECUTIVE OFFICER OF
YOUNG EXPLOSIVES CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FU

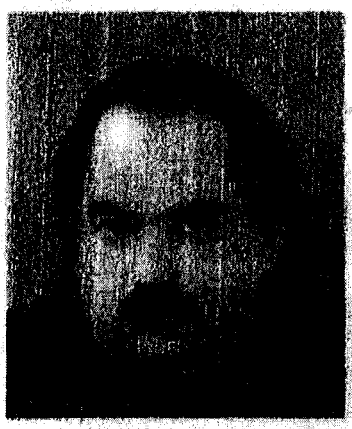
DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 967211510

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffalo)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



MILTON SURRE
CLASS B
NON PROXIMATE AUDIENCE ONLY
THIS CARD MUST BE CARRIED
WHEN USING PYROTECHNICS
EXPIRES: 06/28

CERT# 2%-6SZNK-SHEX
DMV# 851075169

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007536056 07

IF FOUND, RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

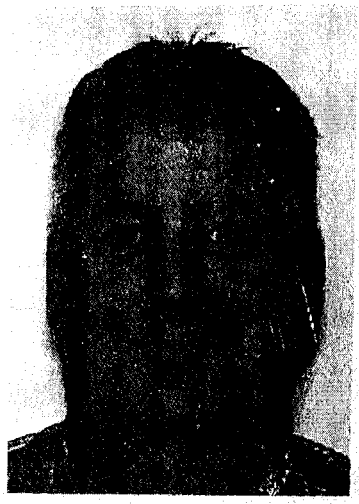
STATE OFFICE CAMPUS

ALBANY NY 12226

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

STATE OF NEW YORK - DEPARTMENT OF LABOR
PYROTECHNICIAN CERTIFICATE OF COMPETENCE

N.Y.S



KARL D GROHS

CLASS: A
ANY DISPLAY

THIS CARD MUST BE CARRIED
WHEN USING PYROT CERT# PR-806
EXPIRES 12/26

NYC & NYS CERTIFICATIONS REQUIRED IN NYC

01213 007114526 21

DMV# 805380804
EYES BLU
HAIR BRO
HGT 5' 11"

IF FOUND, RETURN TO:
NYSDOL - L&C UNIT
ROOM 161 BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

Country Club of Buffalo
250 Youngs Road, Buffalo, NY 14221
5" maximum shell (350' fallout radius required)
392.90' fallout radius shown
January (2024)



Attachment: DOC073026-07302026115431 (RES-2026-604 : Fireworks - Country Club of Buffako)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 32112 **RESOLUTION 2026-605** **ADOPTED**

Amusement License - CHC Learning Center

Request by CHC Learning Center for a First-Class Amusement License to hold an outdoor event at 1085 Eggert Rd. on Thursday, August 13, 2026, from 4:30pm – 8:30pm.

Supervising Code Enforcement Officer recommends the approval of the amusement license. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

The following conditions apply:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On-site accessible parking must be provided for the guest area.
- Vehicle impact protection must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST
BUILDING DEPARTMENT
INTER-DEPARTMENTAL CORRESPONDENCE
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: July 23, 2026

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 1085 Eggert Road, CHC Learning Center

In response to the Amusement License Application dated July 15, 2026 from Renee Bunk

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

The event being on August 13, 2026 from 4:30pm until 8:30pm in the parking lot of the address noted above.

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
- Any damage to the lawn areas must be repaired after the event.

Please contact me if you have any questions regarding this response.

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)

Gesel, Doug

From: Brownson, Ashley
Sent: Thursday, July 16, 2026 8:49 AM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: FW: Amusement License Application: 44

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, July 15, 2026 12:48 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 44

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization:*:	CHC Learning Center
Event Address*:	1085 Eggert Road 1085 Eggert Road, Ny Amherst
Will alcohol be served?:	No
Describe Event*:	CHC Art Expo Artisan Fair Local artists come together with our students with developmental disabilities to promote inclusion and raise funds to support our students.
List All Dates*:	August 13th
Start Time*:	04:30 PM

Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)



Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)

Brownson, Ashley

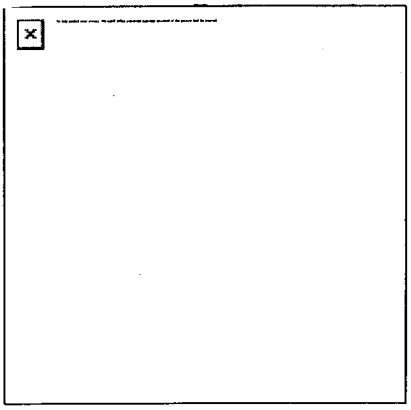
From: Scott Chamberlin
Sent: Thursday, July 16, 2026 1:45 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 44

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

No issues with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



-- Amherst Police Confidentiality Notice --
This email and any attachments are intended solely for the named recipient(s) and may contain confidential law enforcement information. Unauthorized use or disclosure is strictly prohibited. If you received this message in error, please notify the sender by reply email and delete all copies, including attachments.

On Thu, Jul 16, 2026 at 8:49 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, July 15, 2026 12:48 PM

Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)

To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 44

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9NDQ=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=aENLYS85bThTckordVZ5RE9zVkJmOXc5Zmx3cTkzelJiSk1HMUVSc0R4ND0=&h=616ca20fe72d4e27806e7e4307e2046d&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKlUbf8opV1tXKJQ1W4>

Resident / Organization:*:
CHC Learning Center
Event Address*:
1085 Eggert Road

1085 Eggert Road, Ny Amherst
Will alcohol be served?:
No
Describe Event*:
CHC Art Expo Artisan Fair Local artists come together with our students with developmental disabilities to promote inclusion and raise funds to support our students.
List All Dates*:
August 13th
Start Time*:
04:30 PM
End Time*:
08:30 PM
Please supply a site plan with designated area for the event with your application*:
PXL_20260715_163937000.PORTRAIT~2.jpg<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L0RQWlUzb3BtL1BYTF8yMDI2MDcxNV8xNjM5MzcwMDAuUE9SVFJBSVR-Mi5qcGc=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=VnA1cjRQRnVMWkpaSVk4anJCWWxjdy9BS3ZUazlIWk5mV0duampnNWpZVT0=&h=616ca20fe72d4e27806e7e4307e2046d&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKlUbf8opV1tXKJQ1W4>
Name of Organizer*:
Renee Bunk Development Coordinator
Address*:
CHC Learning Center
1085 Eggert Road
Alden, Ny Amherst

Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)

Phone*:
716-949-2963
Email*:
rbunk@chclc.comr<mailto:rbunk@chclc.comr>
Signature*:
[https://files.emailmeform.com/874089/QVGE8pRL/signature_5733134_6a57b9a297b57.png]

Attachment: DOC073026-07302026120830 (RES-2026-605 : Amusement License for 1085 Eggert Rd, CHC Learning Center)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 32113 **RESOLUTION 2026-606** **ADOPTED**

Amusement License - Grezi Restaurant

Request by Grezi Restaurant for a First-Class Amusement License to hold an outdoor event at 4543 Main St. on Saturday, October 3, 2026, from 12:00 PM – 4:30 PM.

Supervising Code Enforcement Officer recommends the approval of the amusement license.

The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

The following conditions apply:

. That all fire lanes be kept clear at all times.
. All temporary power must be code compliant
. Bathroom facility must be made available & accessible.
. Onsite accessible parking must be maintained.
. Vehicle impact protection must be provided for the guest area.
. Fire Department access must be maintained at all times in the event of an emergency.
. Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 32138 **RESOLUTION 2026-607** **ADOPTED**

Amusement License - Hertel Home Consignment

Request by Hertel Home Consignment, Inc., for a First-Class Amusement License to hold an outdoor event at 5225 Sheridan Dr. on October 24, 2026, from 10 AM – 5 PM.

Supervising Code Enforcement Officer recommends approval of this event at the above noted address. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or a fraction thereof.

The following conditions apply:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- A #5 ABC Fire extinguisher must be placed every 75'.
- Use of propane will require a Fire Prevention Permit.
- Bathroom facilities must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2025 FCNYS.
- The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: August 4, 2026

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 5225 Sheridan Dr, Georgetown Plaza

In response to the Amusement License Application dated July 29, 2026, from Michael Chamberlain

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set by the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being on October 24, 2026 from 10:00 am until 5:00 pm in the parking lot and on the grounds of the address noted above.

The following conditions are required:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- Tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- A 5# ABC Fire extinguisher must be placed every 75'
- Use of propane will require a Fire Prevention Permit.
- Bathroom facilities must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2025 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Douglas Gesel, Supervising Code Enforcement Officer

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

Gesel, Doug

From: Brownson, Ashley
Sent: Wednesday, July 29, 2026 12:16 PM
To: Chamberlin, Scott; Gesel, Doug; Parnell, Bryan
Subject: FW: Amusement License Application: 45

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, July 29, 2026 11:43 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 45

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

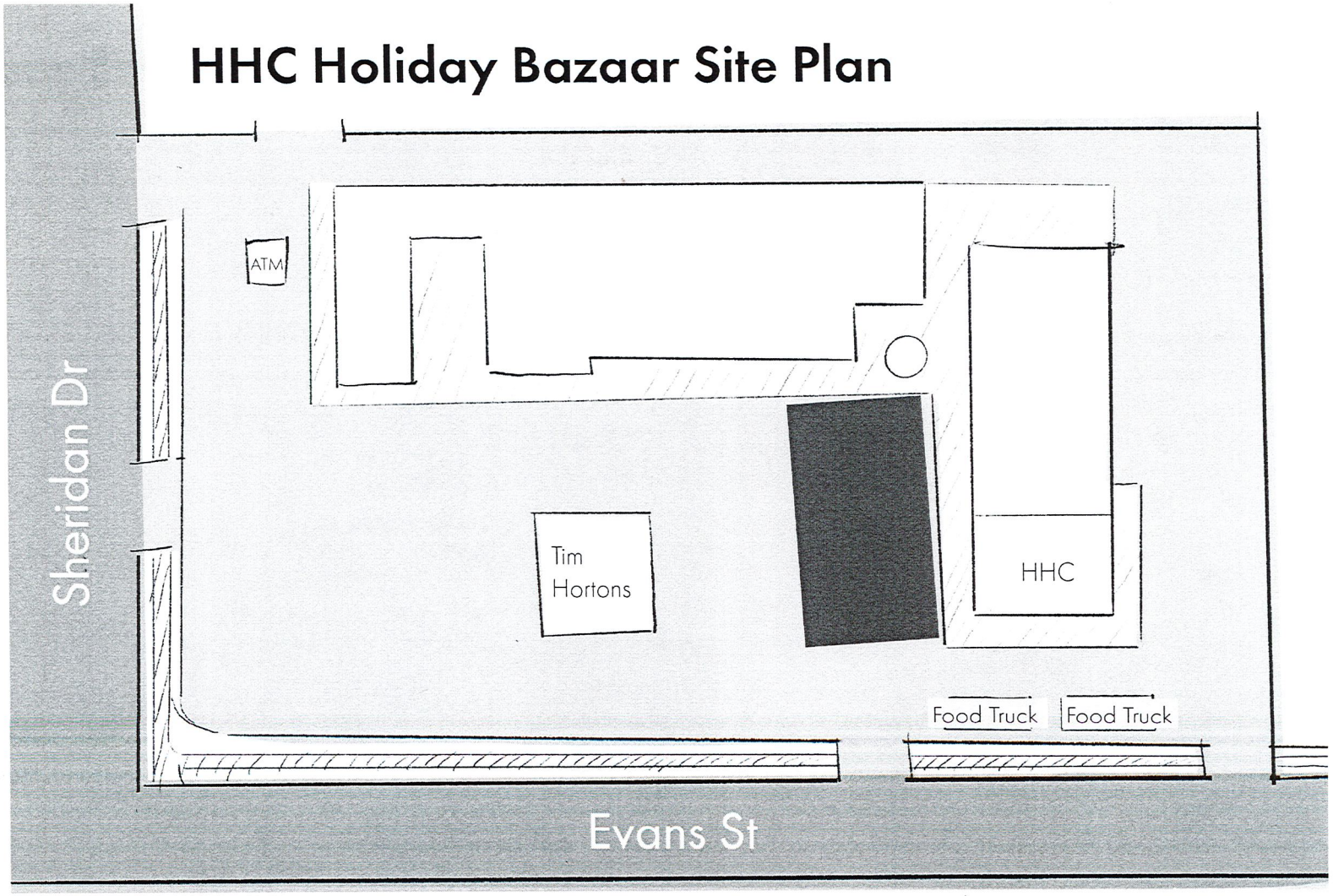
For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization:*:	Hertel Home Consignment Inc
Event Address*:	5225 Sheridan Drive Williamsville, NY 14221
Will alcohol be served?:	No
Describe Event*:	The Holiday Bazaar is a festive outdoor market designed to bring holiday cheer to the community while supporting local crafters and businesses. Hosted at Georgetown Square Plaza, the event will offer a fun and family-friendly atmosphere with plenty of free parking for attendees. We are encouraging all Georgetown Square Plaza businesses to participate, with the goal of establishing this as an annual signature event that strengthens community ties

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

HHC Holiday Bazaar Site Plan



Sidewalk area

Parking Lot

Building

Street

Sectioned off area of parking lot for vendors, activities, and seating

Vendors/ Booths will be lined up on Sidewalk next to Georgetown Square Plaza Businesses, and a small section of the lot, will be blocked as indicated as to not disrupt flow of traffic in parking lot and maintain safety of pedestrians and bazaar participants.

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

Brownson, Ashley

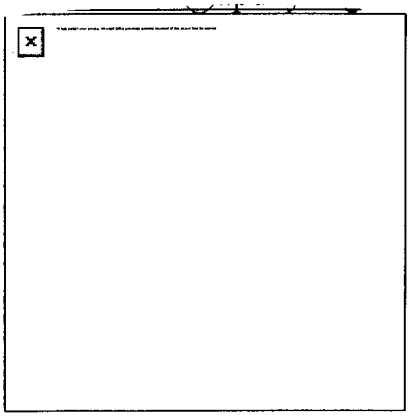
From: Scott Chamberlin <
Sent: Wednesday, July 29, 2026 12:18 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 45

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

No issues with this event.

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351



-- Amherst Police Confidentiality Notice --
This email and any attachments are intended solely for the named recipient(s) and may contain confidential law enforcement information. Unauthorized use or disclosure is strictly prohibited. If you received this message in error, please notify the sender by reply email and delete all copies, including attachments.

On Wed, Jul 29, 2026 at 12:16 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Ashley Brownson
Deputy Town Clerk
Town of Amherst
716-631-7048

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, July 29, 2026 11:43 AM

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 45

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcm0uY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNlU2Q0P3VlaWQ9NDU=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=V011bXpBNlVhTUdERk1SaThLTlA2MHAvSi8wUkxsakdjR29IZXFCMklMZz0=&h=6b46f624dc20418dbab728053ef24e70&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKlUbf8opV1tXKJQ1W4>

Resident / Organization:*:
Hertel Home Consignment Inc
Event Address*:
5225 Sheridan Drive

Williamsville, NY 14221
Will alcohol be served?:
No
Describe Event*:
The Holiday Bazaar is a festive outdoor market designed to bring holiday cheer to the community while supporting local crafters and businesses. Hosted at Georgetown Square Plaza, the event will offer a fun and family-friendly atmosphere with plenty of free parking for attendees.

We are encouraging all Georgetown Square Plaza businesses to participate, with the goal of establishing this as an annual signature event that strengthens community ties and promotes local commerce.

Event Highlights Include:

A plaza-wide celebration with coordinated participation from local businesses

A FeedMore WNY Food Drive to benefit local families in need

A petting zoo

Special holiday promotions and offers from participating businesses and vendors

Live Music

External vendors and artisan booths set up along the sidewalks throughout the plaza

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

Prize giveaways and drawings to drive foot traffic and enhance community engagement
List All Dates*:
October 24, 2026
Start Time*:
10:00 AM
End Time*:
05:00 PM
Please supply a site plan with designated area for the event with your application*:
2026_holidaybazaar_siteplan.png<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcy5lbWFpbG1lZm9ybS5jb20vODc0MDg5L2VYTHRDUk5ZLzIwMjZfaG9saWRheWJhemFhcl9zaXRlcGxhbi5wbmc=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=NnpYT0Zta0YyU3F3dU51ZVZlZnpnV05EZjFpZDVlRThZbXdDUVZyL3VSQT0=&h=6b46f624dc20418dbab728053ef24e70&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb___7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_lKlUbf8opV1tXKJQ1W4>
Name of Organizer*:
Michael T. Chamberlain
Address*:
174 Morningstar Dr

Buffalo, NY 14221
Phone*:
716-507-7437
Email*:
hhc1390@gmail.com<mailto:hhc1390@gmail.com>
Signature*:
[https://files.emailmeform.com/874089/gexiF4pq/signature_5733134_6a6a1f8ed56d9.png]

Attachment: DOC080426-08042026134541 (RES-2026-607 : Amusement License for 5225 Sheridan Dr, Hertel Home Consignment, Inc.)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 32134 **RESOLUTION 2026-608** **ADOPTED**

Harlem Road Community Center - Auditorium Renovation Change Order GC-001 (CRS #6408)

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $5,925.19.

During construction, it was found that the flooring details shown in the plans were insufficient to work with the proposed transition strips between different floor materials. Additional sub-flooring was required to create an acceptable flooring height transition. Furthermore, it was found that the existing curtain "apron" surrounding the lower stage thrust, as well as the existing window treatments were in such poor condition that salvaging and reinstalling them would not be feasible.

As per the above, the project shall **increase** in value, utilizing the following funding sources:

KP 2505.4972 $ 4,665.19
A 1620.215 $ 1,260.00

Please note that the above request is contingent upon successful completion of the contract review procedure. The original contract is CRS/CMS #6012-5144, and this proposed Change Order is CRS #6408.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

KP 2505.4972 $4,665.19 | A1620.215 $1,260.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST
BUILDING DEPARTMENT – MAINTENANCE DIVISION
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7227
FAX: (716) 631-2958

Sean Pellow
Director of Facilities

August 4, 2026
AGENDA – August 10, 2026

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: Change Order No. 1;
Sicoli Construction Services, Inc.
Harlem Road Community Center – Auditorium Renovation
TOA Project No. 2025-F-5.1

Dear Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $5,925.19.

During construction, it was found that the flooring details shown in the plans were insufficient to work with the proposed transition strips between different floor materials. Additional sub-flooring was required to create an acceptable flooring height transition. Furthermore, it was found that the existing curtain "apron" surrounding the lower stage thrust, as well as the existing window treatments were in such poor condition that salvaging and reinstalling them would not be feasible.

As per the above, the project shall **increase** in value, utilizing the following funding sources:

KP 2505.4972 $ 4,665.19
A 1620.215 $ 1,260.00

Please note that the above request is contingent pending successful completion of the contract review procedure. The original contract is CRS/CMS # 6012-5144, and this proposed Change Order is CRS # 6408.

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA, NCARB
Architect | Facilities Department

Attachment: Change Order 1 - Letter (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Town of Amherst

Change Order

PROJECT:
Harlem Road Community Center
Auditorium Renovation
2025-F-5.1

CONTRACT INFORMATION:
Contract For: General Construction
Date: 1/29/26 (Notice to Proceed)
Original Resolution #: RES-2025-1046
CRS/CMS: 6012-5144

CHANGE ORDER INFORMATION:
Change Order Number: **001**
KP 2505.4972 $ 4,665.19
A 1620.2150 $ 1,260.00

CONTRACTOR:
Sicoli Construction Services, Inc
4800 Hyde Park Blvd
Niagara Falls, NY 14305

ARCHITECT / ENGINEER:
Kideney Architects
143 Genesee Street
Buffalo NY 14203

OWNER:
Town of Amherst
5583 Main St.
Williamsville, NY 14221

The Contract is changed as follows:

Item 1: Value = $ 526.25
Additional sub-flooring was required at seating aisle to address transition from one flooring type to another. Refer to "Allowance Draw 2" documentation which shows costs in excess of Allowance, now being applied to this change order.

Item 2: Value = $ 5,398.94
Owner requested work item to replace stage curtain "skirt" that has exceeded its useful life, located below stage thrust, and replace window treatment over glass block infills.

The original Contract Sum was	**$ 426,000.0**
The net change by previously authorized Change Orders	**$ 0.0**
The Contract Sum prior to this Change Order was	**$ 426,000.0**
The Contract Sum will be **increased** by this Change Order in the amount of	**$ 5,925.1**
The new Contract Sum, including this Change Order, will be	**$ 431,925.1**

The Contract Time will be changed by	**(20) days**
The new date of Substantial Completion shall now be:	**8/17/2026**

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Sicoli Construction Services, Inc	Kideney Architects	Town of Amherst
CONTRACTOR:	ARCHITECT / ENGINEER:	OWNER:
SIGNATURE	SIGNATURE	SIGNATURE
Austan Bever, Project Manager	Anthony E. Gorski, AIA, Principal	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8/4/2026	07/30/2026	
DATE	DATE	DATE

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner	X
Architect/Engineer	X
Contractor	X
Field	X
Other	
Other	

Town of Amherst, Project No. 2025 F-5.1
Harlem Road Community Center - Auditorium Renovation

Allowance Disbursement No. **2** Initiation Date: 6/12/2026

Contract for: Harlem Road Community Center - Auditorium Renovation Project

Contract / Business: Sicoli Construction Services, Inc.

4800 Hyde Park Blvd

Niagara Falls, NY 14305

Contract Date: 1/29/2026

Not valid until signed by Owner and Contractor

The Original Contract Allowance:	$	14,000.00
Net Allowance Disbursements previously authorized:	$	7,337.93
Charges to Contract Allowance as a result of this authorization:	$	6,662.07
Current Contract Allowance Balance including this authorization	**$**	**-**

	Signature	Date	Printed Name
Owner Rep:	Anne Dafchik	7/30/2026	Anne Dafchik
Architect/Engineer:	Anthony E. Gorski	07/29/2026	Anthony E. Gorski
Contractor:		6/24/26	Austan Bever

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
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Proposal Request

PROJECT: *(name and address)* Town of Amherst - Harlem Road Community Center Auditorium Renovations	**CONTRACT INFORMATION:** Contract For: Date: .	Architect's Project Number: 2025026.00 Proposal Request Number: 004 Proposal Request Date: June 01, 2026
OWNER: *(name and address)* Town of Amherst 5583 Main Street Williamsville, NY 14221	**ARCHITECT:** *(name and address)* Kideney Architects, P.C. 143 Genesee Street Buffalo, NY 14203	**CONTRACTOR:** *(name and address)* Sicoli Construction Services, Inc. 4800 Hyde Park Boulevard Niagara Falls, NY 14305

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within (0) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Provide and install ¼-inch luan mahogany underlayment as indicated beneath carpet on the attached sketch provided by Kideney Architects, dated 5/1/2026. Flash patch existing floor on the west side of the Auditorium to provide a smooth carpet transition.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT



ARCHITECT *(Signature)*

BY: Anthony E. Gorski, AIA, CSI, Principal

(Printed name, title, and license number if required)

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User Notes: (6a1dce6f89[illegible])

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

KIDENEY ARCHITECTS:

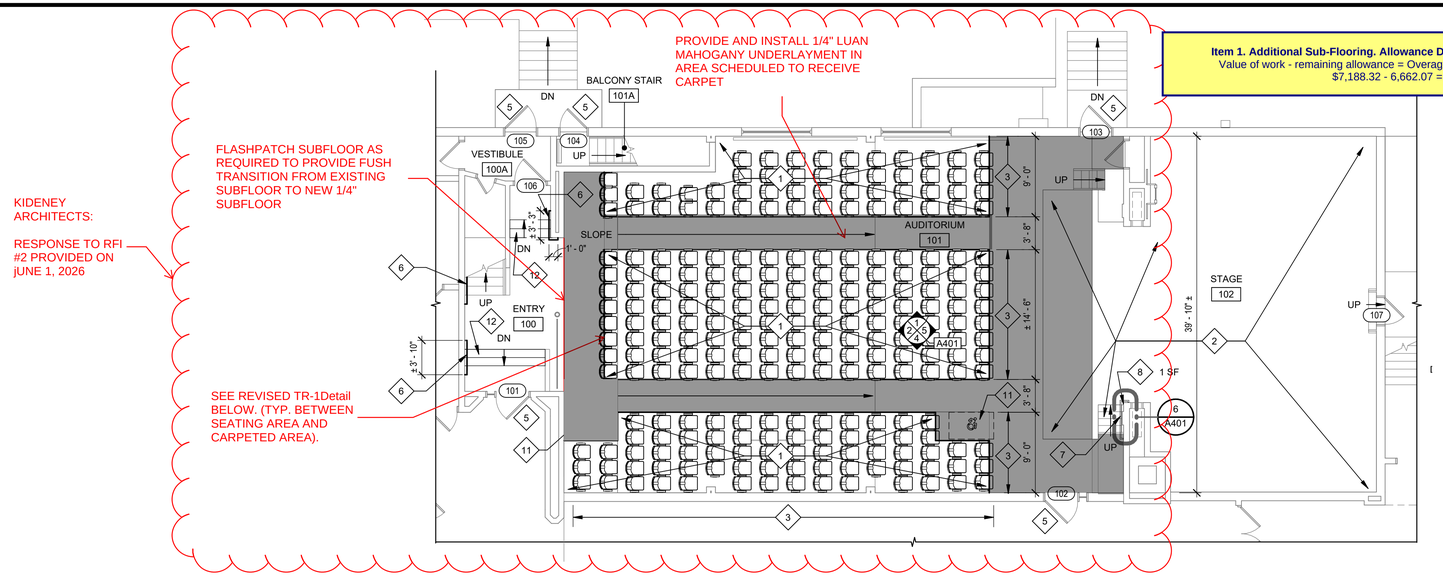
RESPONSE TO RFI #2 PROVIDED ON jUNE 1, 2026

FLASHPATCH SUBFLOOR AS REQUIRED TO PROVIDE FUSH TRANSITION FROM EXISTING SUBFLOOR TO NEW 1/4" SUBFLOOR

SEE REVISED TR-1Detail BELOW. (TYP. BETWEEN SEATING AREA AND CARPETED AREA).

PROVIDE AND INSTALL 1/4" LUAN MAHOGANY UNDERLAYMENT IN AREA SCHEDULED TO RECEIVE CARPET

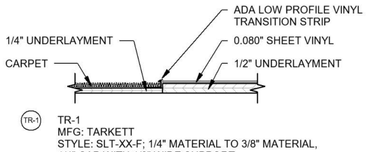
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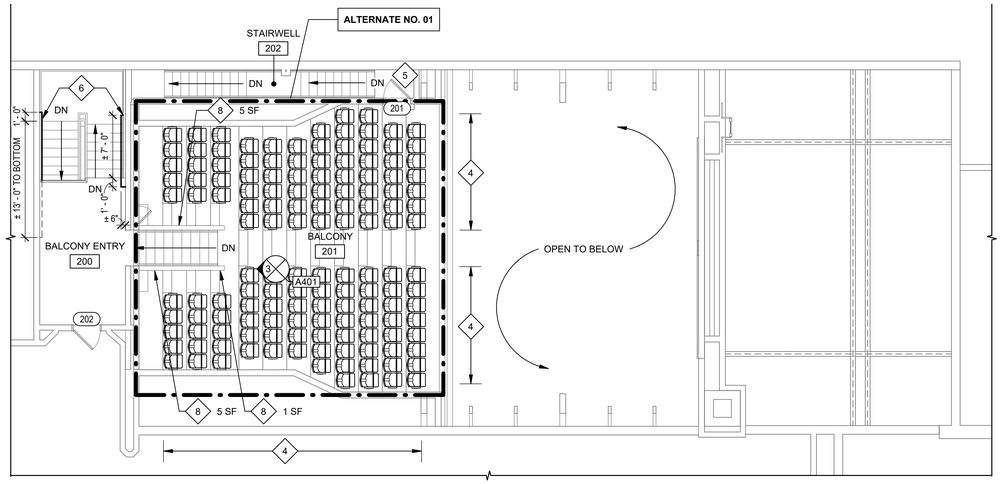
FIRST FLOOR PLAN - AUDITORIUM/STAGE

SCALE: 1/8" = 1'-0"

1 A101



TR-1
MFG: TARKETT
STYLE: SLT-XX-F; 1/4" MATERIAL TO 3/8" MATERIAL, 1/4" CAP WITH 1/8" WIDE SUPPORT
FINISH: PEPPERCORN



FLOOR PLAN - BALCONY

SCALE: 1/8" = 1'-0"

2 A101

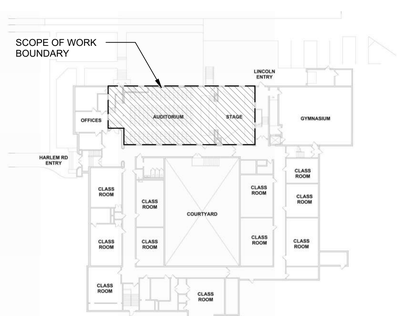
ALTERNATE NO. 04

DOOR SCHEDULE

DOOR NO.	TYPE	DOOR MATERIAL	DOOR FINISH	SIZE WIDTH	SIZE HEIGHT	SIZE THICKNESS	FRAME MATERIAL	FRAME FINISH	HARDWARE GROUP	FIRE RATING	REMARKS	DOOR NO.
101	EXIST.	HM	EX. PT	3' - 8"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	1	EXIST.		101
102	EXIST.	HM	EX. PT	3' - 8"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	1	EXIST.		102
103	EXIST.	HM	EX. PT	3' - 6"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	3	EXIST.		103
104	EXIST.	HM	EX. PT	3' - 0"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	2	EXIST.		104
105	EXIST.	WD	EX. PT	3' - 6"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	3	EXIST.		105
106	EXIST.	WD	EX. PT	3' - 6"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	4	EXIST.		106
107	EXIST.	HM	EX. PT	3' - 0"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	1	EXIST.		107
201	EXIST.	HM	EX. PT	3' - 0"	7' - 0"	0' - 1 3/4"	EXIST.	EX. PT	1	EXIST.		201

KEYED CONSTRUCTION NOTES

1. IN ORDER TO PROVIDE AN ADEQUATE SUBSTRATE TO ATTACH AUDITORIUM SEATING, PROVIDE AND INSTALL 1/2" PLYWOOD OVER EXISTING WOOD SUBFLOOR PRIOR TO FLOOR FINISH INSTALLATION. EXTENTS OF PLYWOOD IS AREA TO RECEIVE SHEET FLOORING AS DEFINED ON FINISH FLOOR PLAN. (061600) PROVIDE ADA-COMPLIANT SLOPED TRANSITIONS AT PLYWOOD EDGE PERIMETER.
2. PROVIDE AND INSTALL NEW STAGE FLOOR FINISH. STRIP AND REFINISH HARDWOOD FLOOR ON STAGE, INCLUDING PLYWOOD EXTENDED PLATFORM THRUST, AND STAIR ON THE SOUTH SIDE OF THE STAGE - **ALTERNATE NO. 02**. (096450)
3. PROVIDE AND INSTALL REPLACEMENT FLOOR MOUNTED SEATING - LOWER LEVEL. (126100)
4. PROVIDE AND INSTALL REPLACEMENT FLOOR MOUNTED CHAIRS - BALCONY LEVEL - **ALTERNATE NO. 01**. (126100)
5. PROVIDE AND INSTALL REPLACEMENT DOOR HARDWARE AS SCHEDULED - **ALTERNATE NO. 04**. (087100)
6. PROVIDE AND INSTALL WALL MOUNTED HAND RAILING - **ALTERNATE NO. 4**. REFER TO RAILING DETAILS ON 7/A401. FIELD VERIFY ALL EXISTING CONDITION DIMENSIONS BEFORE PREPARING SHOP DRAWINGS. (055213)
7. PROVIDE AND INSTALL WALL MOUNTED HAND RAILING. REFER TO RAILING DETAILS ON 7/A401. FIELD VERIFY ALL EXISTING CONDITION DIMENSIONS BEFORE PREPARING SHOP DRAWINGS. (055213)
8. PATCH DAMAGED PLASTER WALLS AS NOTED, PREP AND PAINT TO MATCH ADJACENT FINISH.
9. REPAIR/SECURE ANY EXISTING LOOSE ACOUSTIC CEILING TILES UNDER BALCONY. PREP AND PAINT EXISTING ACOUSTIC CEILING TILES.
10. PROVIDE AND INSTALL LIGHT FIXTURE. REFER TO ELECTRICAL DRAWINGS FOR MORE INFORMATION.
11. DESIGNATED ACCESSIBLE WHEELCHAIR SPACE ADJACENT TO COMPANION SEAT.
12. PROVIDE AND INSTALL RESILIENT STAIR TREAD.
13. EXISTING HVAC DIFFUSERS TO REMAIN. CLEAN AND PROTECT FROM DAMAGE WHEN CONSTRUCTING SURROUNDING CEILING.
14. PAINT EXISTING PLASTER CEILING.



KEY PLAN

SCALE: NTS

Kideney Architects

Kideney Architects, P.C.
ARCHITECTS | PLANNERS
INTERIORS | LANDSCAPE DESIGN
143 Genesee Street
Buffalo, New York 14203
716.249.3837 | kideney.com

STAMP AND SIGNATURE:

HARLEM ROAD COMMUNITY CENTER INTERIOR RENOVATIONS OF HISTORIC AUDITORIUM

4225 HARLEM ROAD
AMHERST, NY 14226

CONSTRUCTION DOCUMENTS

FLOOR PLANS

WARNING:

ANY ALTERATIONS TO THIS DOCUMENT NOT CONFORMING TO SECTION 7307, NEW YORK STATE EDUCATION LAW ARE STRICTLY PROHIBITED

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No.	DATE:	DESCRIPTION

REVISIONS:

CHECKED BY:	DRAWN BY:
FSB	CJK
KA PROJECT NO.	DATE:
2025026.00	11/06/2025

CLIENT PROJECT NO.

A101
DRAWING NO.

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

11/5/2025 4:06:06 PM

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)* Town of Amherst - Harlem Road Community Center Auditorium Renovations	**CONTRACT INFORMATION:** Contract For: General Construction Date: .	Architect's Project Number: 2025026.00 Proposal Request Number: 003 Proposal Request Date: May 29, 2026
OWNER: *(name and address)* Town of Amherst 5583 Main Street Williamsville, NY 14221	**ARCHITECT:** *(name and address)* Kideney Architects, P.C. 143 Genesee Street Buffalo, NY 14203	**CONTRACTOR:** *(name and address)* Sicoli Construction Services, Inc. 4800 Hyde Park Boulevard Niagara Falls, NY 14305

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

The owner would now like to include Alternate No. 2, which was included in Section 012300 – Alternates. Alternate No. 2: Refinish Stage Floor – Strip and refinish hardwood floor on stage, including plywood extended platform thrust, and stair on the South side of the stage as shown in Drawings in Specifications. The town is requesting a proposal showing the original bid value of Alternate No. 2, plus additions or deductions indicated for the following modifications:

Not included in Allowance Draw 2

1. Town of Amherst staff will detach the wood stage thrust and move to expose the existing carpet beneath this area.
2. Once this thrust is removed, Sicoli Construction to submit a proposal to remove the existing carpet and prepare the substrate as required to accept new carpet.
3. Sicoli Construction to submit a proposal to provide and install carpet beneath where the stage thrust is located.
4. Following new carpet installation, the Town of Amherst staff will move the stage thrust into place and anchor to the fixed stage portion.
5. Sicoli to remove the existing plywood from the stage thrust, as this is included in the Alternate No. 2 scope of work, and install new plywood per the drawings and specifications. Finished elevation of new plywood to be flush with the existing hardwood flooring to remain. See edge condition details on the attached sketch.
6. NOTE: The curtain as identified will be provided and installed by the Town of Amherst at a later date.

Not included in Allowance Draw 2

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT

Anthony E. Gorski

ARCHITECT *(Signature)*

BY: Anthony E. Gorski, AIA, CSI, Principal

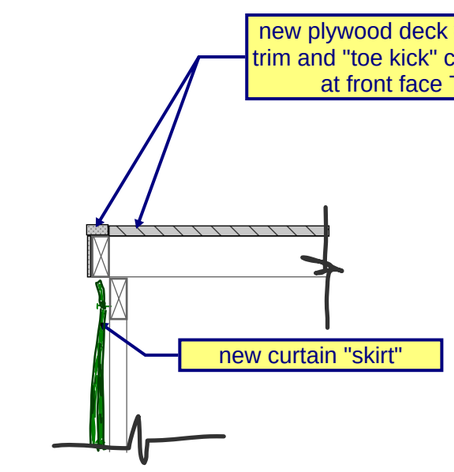
(Printed name, title, and license number if required)

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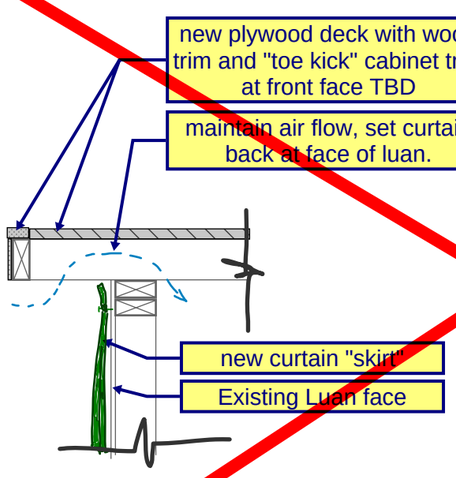
Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

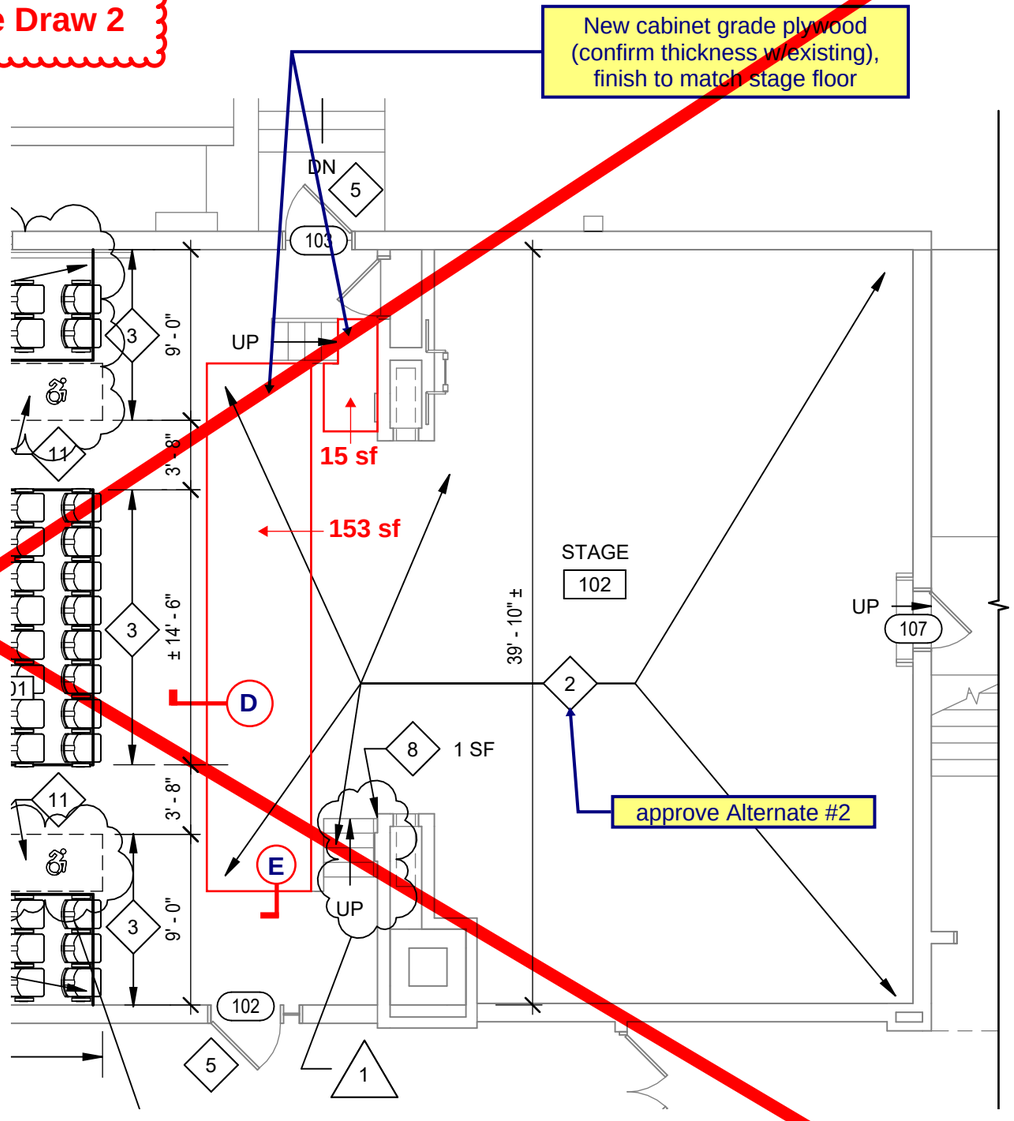
Not included in Allowance Draw 2



Detail E, not to scale



Detail D, not to scale



KEYED CONSTRUCTION NOTES

2. PROVIDE AND INSTALL NEW STAGE FLOOR FINISH. STRIP AND REFINISH HARDWOOD FLOOR ON STAGE, INCLUDING PLYWOOD EXTENDED PLATFORM THRUST, AND STAIR ON THE SOUTH SIDE OF THE STAGE - **ALTERNATE NO. 02**. (096450)

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

SICOLI
CONSTRUCTION SERVICES, INC.
4800 Hyde Park Boulevard
Niagara Falls, NY 14305
Phone: (716)205-0540
Fax: (716)205-0541

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Reference: Contract – 6012 – Harlem Road Community Center Interior Renovation of Historic Auditorium

Subject: Request for proposals three and four flooring work

To Whom It May Concern:

Request for proposals three and four include additional flooring work. To save time and money these changes have been included in one proposal. This work includes all work included in R.F.P. 003 and the carpet removal and installation as called for in R.F.P. 004.

Sincerely,
Respectfully,

Austan Bever

Sicoli Construction Services, Inc.
Austan Bever

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

SICOLI
CONSTRUCTION SERVICES, INC.

Change Request Breakdown

Date : 6/10/2026

Job #212 - Harlem Rd. Community Center Auditorium Renovation

RFP#003/RFP#004 - Carpet to Sheet Vinyl Transition, Carpet Demo & Carpet Install

Sicoli Construction				
SCS Job Foreman	**5**	**Hour(s) @**	**$115/hr**	**$425.00**
SCS Carpenter	**0**	**Hour(s) @**	**$95/hr**	**$0.00**
SCS Project Manager	**0**	**Hour(s) @**	**$150/hr**	**$0.00**
Subcontractor(s)				
DDD Flooring				
Additional Work				
Labor				**$3,540.34**
Material				**$2,245.00**
Equipment				
O&P				**$578.53**
Subcontractor Total =				**$6,363.87**
Subcontractor Grand Total =				**$6,363.87**
SCS Grand Total =				**$425.00**
SCS O&P =				**$399.45**
Total of RFP #4/5				**$7,188.32**
Contract Time Increase				

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

CONTRACTOR PROPOSAL

PCO [x] Change Order

Project Name	**Amherst Community Center**			
Contractor Name:	DDD Specialty	Date:	**10-Jun-26**	
Address:	75 Franklin St PO Box 1	Project No.:		
	Springville, NY 14141		**2026**	
Telephone No.:	(716) 777-1847	PCO No:	**003**	Revisions

SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$531.06	
2. Total Contractor Material			
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL (total of lines 1, 2, 3 & 4)	5.	$531.06	
6. Contractor's Override Combined O & P (15% of line 5)		$79.66	
7. CONTRACTOR TOTAL (total of lines 5 & 6)	7.	**$610.72**	
SECTION B: SUBCONTRACTOR WORK (from LC 122 - use a separate form for each subcontractor)			
8. Names Of Subcontractors:		**Round Off Totals to nearest dollar**	
A.			
B.			
C.			
D.			
E.			
9. TOTAL SUBCONTRACTOR'S PROPOSALS (total of lines A thru E)			
10. Contractor's Fee on Subcontractor Proposals:			
5% of line 9			
11. SUBCONTRACTOR TOTAL	11.		
SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS	12.		
SECTION D: CONTRACTOR'S REQUESTED TOTAL		**Round Off Totals to nearest dollar**	
13. AMOUNT REQUESTED (total of lines 7, 11, & 12)	13.	**$611**	

Ken Gartler
Contractor's Signature

10-Jun-26
Date:

Ken Gartler
Print Name of Authorized Representative

Print name of contact person if different

Owner/President
Print Title

Phone No. (If different from above)

Change Description:

Remove carpet under old stage. Demo not in contract.

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

LABOR AND MATERIALS WKST.

PCO [x] Change Order

Project Name:	Amherst Community Center	Date:	10-Jun-26
Contractor Name:	DDD Specialty		
Address:	75 Franklin St PO Box 1	Project No.:	**0**
	Springville, NY 14141		
Telephone No.:	(716) 777-1847	PCO No.:	**003**

LABOR

Work Description	Trade	Hours	Total Rate from BDC 125 Line D	Total Labor Cost	For CM use only: CM Revisions	For CM use only: CM Field Comments
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
Remove old carpet under stage	C	6.0	$88.51	$531.06		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$113.52	$0.00		
			$113.52	$0.00		
(Total from additional extension page if required)		6.00		$0.00		
A. TOTAL LABOR				**$531.06**	**$0.00**	**$0.00**

MATERIAL

Material Description	Quantity	Unit	Unit cost	Material Cost
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(Total from additional extension page if required)				$0.00
B. TOTAL MATERIAL				**$0.00**

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

CONTRACTOR PROPOSAL

PCO [x] Change Order

Project Name	**Amherst Community Center**			
Contractor Name:	DDD Specialty	Date:	**04-Jun-26**	
Address:	75 Franklin St PO Box 1	Project No.:		
	Springville, NY 14141		**2025**	
Telephone No.:	(716) 777-1847	PCO No:	**002**	Revisions

SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$2,301.26	
2. Total Contractor Material		$1,386.00	
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL (total of lines 1, 2, 3 & 4)	5.	$3,687.26	
6. Contractor's Override Combined O & P (10% of line 5)		$368.73	
7. CONTRACTOR TOTAL (total of lines 5 & 6)	7.	**$4,055.99**	

SECTION B: SUBCONTRACTOR WORK (from LC 122 - use a separate form for each subcontractor)			
8. Names Of Subcontractors:		**Round Off Totals to nearest dollar**	
A.			
B.			
C.			
D.			
E.			
9. TOTAL SUBCONTRACTOR'S PROPOSALS (total of lines A thru E)			
10. Contractor's Fee on Subcontractor Proposals:			
5% of line 9			
11. SUBCONTRACTOR TOTAL	11.		

SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS	12.		

SECTION D: CONTRACTOR'S REQUESTED TOTAL		**Round Off Totals to nearest dollar**	
13. AMOUNT REQUESTED (total of lines 7, 11, & 12)	13.	**$4,056**	

Ken Gartler
Contractor's Signature

04-Jun-26
Date:

Ken Gartler
Print Name of Authorized Representative

Print name of contact person if different

Owner/President
Print Title

Phone No. (If different from above)

Change Description:

Install additional underlayment per RFP 004

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

LABOR AND MATERIALS WKST.

PCO [x] Change Order

Project Name:	Amherst Community Center	Date:	04-Jun-26
Contractor Name:	DDD Specialty		
Address:	75 Franklin St PO Box 1	Project No.:	**0**
	Springville, NY 14141		
Telephone No.:	(716) 777-1847	PCO No.:	**002**

LABOR

Work Description	Trade	Hours	Total Rate from BDC 125 Line D	Total Labor Cost	For CM use only: CM Revisions	For CM use only: CM Field Comments
			$88.51	$0.00		
			$88.51	$0.00		
Install plywood sheeting	C	26.0	$88.51	$2,301.26		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$113.52	$0.00		
			$113.52	$0.00		
(Total from additional extension page if required)		26.0		$0.00		
A. TOTAL LABOR				**$2,301.26**	**$0.00**	**$0.00**

MATERIAL

Material Description	Quantity	Unit	Unit cost	Material Cost
				$0.00
Sheets Patriot Plywood 1/4"	34	Sheets	$35.25	$1,198.50
Underlay Staples	5	Boxes	$37.50	$187.50
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(Total from additional extension page if required)				$0.00
B. TOTAL MATERIAL				**$1,386.00**

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

CONTRACTOR PROPOSAL
PCO [x] Change Order

Project Name	**Amherst Community Center**			
Contractor Name:	DDD Specialty	Date:	**04-Jun-26**	
Address:	75 Franklin St PO Box 1	Project No.:		
	Springville, NY 14141		**2025**	
Telephone No.:	(716) 777-1847	PCO No:	**001**	Revisions

SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$708.08	
2. Total Contractor Material		$859.00	
3. Total Contractor Equipment			
4. Total Unit Price Costs			
5. SUBTOTAL (total of lines 1, 2, 3 & 4)	5.	$1,567.08	
6. Contractor's Override Combined O & P (10% of line 5)		$156.71	
7. CONTRACTOR TOTAL (total of lines 5 & 6)	7.	**$1,723.79**	

SECTION B: SUBCONTRACTOR WORK (from LC 122 - use a separate form for each subcontractor)

Round Off Totals to nearest dollar

8. Names Of Subcontractors:			
A.			
B.			
C.			
D.			
E.			
9. TOTAL SUBCONTRACTOR'S PROPOSALS (total of lines A thru E)			
10. Contractor's Fee on Subcontractor Proposals: 5% of line 9			
11. SUBCONTRACTOR TOTAL	11.		

SECTION C: TOTAL CONTRACTED UNIT PRICE COSTS	12.		

SECTION D: CONTRACTOR'S REQUESTED TOTAL

Round Off Totals to nearest dollar

13. AMOUNT REQUESTED (total of lines 7, 11, & 12)	13.	**$1,724**	

Ken Gartler
Contractor's Signature

04-Jun-26
Date:

Ken Gartler
Print Name of Authorized Representative

Print name of contact person if different

Owner/President
Print Title

Phone No. (If different from above)

Change Description:

Install additional carpet tile at removed stage apron per RFP 003

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Item 1. Additional Sub-Flooring. Allowance Draw 2 supporting documents.
Value of work - remaining allowance = Overages applied to Change Order 1.
$7,188.32 - 6,662.07 = 526.25

LABOR AND MATERIALS WKST.

PCO [x] Change Order

Project Name:	Amherst Community Center	Date:	04-Jun-26
Contractor Name:	DDD Specialty		
Address:	75 Franklin St PO Box 1	Project No.:	**0**
	Springville, NY 14141		
Telephone No.:	(716) 777-1847	PCO No.:	**001**

LABOR

Work Description	Trade	Hours	Total Rate from BDC 125 Line D	Total Labor Cost	For CM use only: CM Revisions	For CM use only: CM Field Comments
			$88.51	$0.00		
			$88.51	$0.00		
Install Carpet Tile	C	8.0	$88.51	$708.08		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$88.51	$0.00		
			$113.52	$0.00		
			$113.52	$0.00		
(Total from additional extension page if required)		8.0		$0.00		
A. TOTAL LABOR				**$708.08**	**$0.00**	**$0.00**

MATERIAL

Material Description	Quantity	Unit	Unit cost	Material Cost
				$0.00
Interface Carpet Tile	20	Yds	$35.70	$714.00
Carpet Tile Adhesive	1	Pail	$145.00	$145.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(Total from additional extension page if required)				$0.00
B. TOTAL MATERIAL				**$859.00**

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

SICOLI CONSTRUCTION SERVICES, INC.

Change Request Breakdown

Date : 7/2/2026

Job #212 - Harlem Rd. Community Center Auditorium Renovation

RFP#005 Window Blinds & Stage Apron Curtains

Sicoli Construction				
SCS Job Foreman	**8**	**Hour(s) @**	**$115/hr**	**$680.00**
SCS Carpenter	**0**	**Hour(s) @**	**$95/hr**	**$0.00**
SCS Project Manager	**0**	**Hour(s) @**	**$150/hr**	**$0.00**
Subcontractor(s)				
Colvin Draperies				
Additional Work				
2 Roller shades & Stage Apron Curtain				**$4,217.00**
Subcontractor Total =				**$4,217.00**
Subcontractor Grand Total =				**$4,217.00**
SCS Grand Total =				**$680.00**
Bonds & Insurance				**$244.85**
SCS O&P =				**$257.09**
Total of RFP #5				**$5,398.94**
Contract Time Increase				**10 Days**

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

COLVIN DRAPERIES
Window Treatments Done Right!

Job # quote

Customer: **Sicoli Construction Services** **4800 Hyde Park Blvd** **Niagara Falls, NY 14035**	**Ship To:** **Town of Amherst** **Harlem Road Community Center** **4225 Harlem Road** **Amherst, NY 14226**
Email: abever@sicoliconstruction.com	**Invoice Email: same**

Cell: 716.205.0540	**Alternate Phone: cell 918.230.3221**			**Fax:**
Sales Rep: Tammy Davis	**Estimate**	**Sales Order**	**Invoice**	**Date: 7/1/2026**

Quantity	Description	Unit Price	Amount
	Project Total		
	Project includes:		
2	Room Darkening Roller shades with bead chain operation		
	4” fascia, colors TBD		$ 1,200.00
1	Stage Floor curtain, unlined, 20 ounce velvet – fabricated in pieces TBD		
	Pleated style to replicate stage valances		
	Fastened to stage with Industrial strength velcro		$ 3,017.00
	Color TBD		
	This project is quoted with prevailing wage		
	Fabric, labor, install materials, and installation have been included		
		Subtotal	**$4,217.00**
		Tax	**Exempt**
		Total	**$4,217.00**

Taxable ☐ *Non-Taxable ☐

***Please provide Tax Exempt Certificate**

TERMS: 50% DEPOSIT REQUIRED TO ORDER CUSTOM MADE PRODUCTS; FINAL PAYMENT IN FULL UPON COMPLETION OF JOB. CUSTOM WINDOW TREATMENTS ARE NON-REFUNDABLE AND NON-RETURNABLE.

ANY QUESTIONS OR CONCERNS WITH YOUR ORDER PLEASE CALL JAMIE STURTZ OR EMAIL JAMIE@COLVINDRAPERIES.COM.

BY SIGNING THIS DOCUMENT THE CUSTOMER AGREES TO THE SERVICES AND CONDITIONS OUTLINED IN THIS DOCUMENT.

SIGNATURE _____ PRINT NAME _____ DATE _____

Colvin Draperies, Inc. ♦ 2429 Elmwood Ave., Suite 100 ♦ Kenmore, NY 14217

Phone: (716) 362-9720 ♦ **Fax:** (716) 875-4929 ♦ **Web**: www.colvindraperies.com

Attachment: CO-001 (RES-2026-608 : HRCC - Aud Renovation, Change Order GC-001 (CRS #6408))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 32137 **RESOLUTION 2026-609** **ADOPTED**

Town Hall Window Treatments CRS #6401

WHEREAS, the Building Maintenance/Facilities Department received quotes to install new window treatments in the Amherst Town Hall Council Chambers; and

WHEREAS, the bid process resulted in responses from (3) three vendors as per the attached quotes;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance/ Facilities Department to award the contract to Allasen Carpet in the amount of $5,995.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Allasen Carpet.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2606 | $5,995.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Quote 1: Accepted

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

ES600677

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221

Quote Date	MAIN	PO Number	Quote Number
05/20/26			ES600677

RE: COUNCIL CHAMBERS 4 WINDOWS WITH 4 ARCHES

SUPPLY AND INSTALL GRABER 3/4" HONEYCOMB/CELLUAR SHADES
STYLE SCROLL FR COLOR SIMPLY WHITE WITH PALLADIAN SHELVES.

MATERIAL	$5,145.00
LABOR	$850.00

NOTE: PREVAILING WAGE JOB

07/10/26 8:10AM

Sales Representative(s):
ROBERT HAGER

THANK YOU FOR YOUR BUSINESS.

Material:	0.00
Service:	5,995.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$5,995.00**

Attachment: QUOTES_Town Hall Window Treatments (RES-2026-609 : Town Hall Window Treatments CRS #6401)

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

ES600677

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221

Quote Date	MAIN	PO Number	Quote Number
05/20/26			ES600677

ALLASEN CARPET CO., INC. agrees to furnish the materials specified above for a total sum of _____. A deposit of _____ is hereby acknowledged, and the balance, _____ is to be paid upon completion. The undersigned further agree(s): ~~(1) payments made after the due date are subject to a finance charge of 1.5% per month; and (2) if the delinquent account is referred to our attorneys for collection, you are responsible for cost and disbursements of the litigation plus legal fees in the amount of one-third of the amount owed.~~

Witness: Bob Hager _____ Purchaser: _____

07/10/26 8:10AM

Sales Representative(s):
ROBERT HAGER

THANK YOU FOR YOUR BUSINESS.

Material:	0.00
Service:	5,995.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$5,995.00**

Attachment: QUOTES_Town Hall Window Treatments (RES-2026-609 : Town Hall Window Treatments CRS #6401)

COLVIN DRAPERIES
Window Treatments Done Right!

Job # 15003c

Customer: Town of Amherst Town Hall			**Ship To:**	
Email: Spellow@amherst.ny.us **Mbushen@amherst.ny.us**			**Invoice Email:**	
Cell: 716 382 2219	**Alternate Phone:**		**Fax:**	
Sales Rep: PJ Bluff	**Estimate**	**Sales Order** / **Invoice**	**Date: 7/8/2026**	

Quantity	Description	Unit Price	Amount
4	Supply and Install Honeycomb shades		
	¾" Honeycomb with continuous cord Light filtering		
	Fabric color: TBD		
4	Supply and Install Honeycomb Non-Operable Arch		
	¾" Honeycomb Light filtering		
	Fabric color: TBD		
4	Palladian shelf		
	Color: TBD		
	Please provide your tax exempt certificate		
		Subtotal	**$8,014.00**
		Tax	**Exempt**
		Total	**$8,014.00**

Taxable ☐ *Non-Taxable ☐

***Please provide Tax Exempt Certificate**

PLEASE NOTE: WINDOW TREATMENTS DO NOT QUALIFY AS A CAPITAL IMPROVEMENT AS PER NYS TAX DEPARTMENT PUBLICATION 862

TERMS: 50% DEPOSIT REQUIRED TO ORDER CUSTOM MADE PRODUCTS; FINAL PAYMENT IN FULL UPON COMPLETION OF JOB. CUSTOM WINDOW TREATMENTS ARE NON-REFUNDABLE AND NON-RETURNABLE.

ANY QUESTIONS OR CONCERNS WITH YOUR ORDER PLEASE CALL JAMIE STURTZ OR EMAIL JAMIE@COLVINDRAPERIES.COM.

BY SIGNING THIS DOCUMENT THE CUSTOMER AGREES TO THE SERVICES AND CONDITIONS OUTLINED IN THIS DOCUMENT.

SIGNATURE _____ PRINT NAME _____ DATE _____

Phone: (716) 362-9720 ♦ **Fax:** (716) 875-4929 ♦ **Web**: www.colvindraperies.com

Attachment: QUOTES_Town Hall Window Treatments (RES-2026-609 : Town Hall Window Treatments CRS #6401)

Quote

Roller shades

Client Details
Town of Amherst, Sean Pellow
5583 Main Street
Williamsville, NY, 14221
(716) 382-2219
spellow@amherst.ny.us

06/30/2026
#Q-18925

Prepared by
Amber Drzymala
amber@sonicblinds.com

Company Details
Sonic Blinds
2890 Niagara Falls Boulevard
Buffalo, NY, 14228
(716) 831-8600
info@sonicblinds.com

Council chamber IB, qty 4 — **Total Amount**

Notes:
Top of arch to bottom of window - 106-3/8

Hunter Douglas - Duette Honeycomb Shades LF2 ~~$ 4,742.85~~ $ 4,281.79

- Fabric Name - Commercial 3/4" (D22) Light Filtering
- Mount - Inside
- Control Systems - EasyRise
- Control System Style - Standard Bottom Up
- Mount Type - Inside (IB)

Council chamber Arch IB, qty 4 — **Total Amount**

Notes:
Top of arch to bottom of window - 106-3/8

Hunter Douglas - Duette Honeycomb Shades LF2 ~~$ 3,734.15~~ $ 3,371.98

- Fabric Name - Commercial 3/4" (D22) Light Filtering
- Mount - Inside
- Control Systems - Non Operable Speciality Shapes
- Control System Style - Arch
- Mount Type - Inside (IB)

Hunter Douglas - Palladian shelf (painted) to mount cellular shade arch on. 15% more for stained shelf. ~~$ 3,186.48~~ $ 2,874.08

Sub Total	~~$ 11,663.49~~ $ 10,527.85
Total	**$ 10,527.85**
Balance Due	$ 10,527.85

Attachment: QUOTES_Town Hall Window Treatments (RES-2026-609 : Town Hall Window Treatments CRS #6401)

Order Notes10% Discount has been applied for ordering 3 or more products.

By accepting this document, you agree to our Terms & Conditions and quoted price. Custom-made products may not be canceled or returned.

Deposit Terms:

Quotes are valid for 30 days once issued and subject to changes that may occur during final measure.

A 2/3rds non-refundable deposit is required prior to ordering.

5 year Limited Commercial Warranty:

Sonic Blinds, Inc. warrants that its commercial roller shade products will be free from defects in materials and workmanship for a period of five (5) years from the date of purchase.
This warranty covers:

Manufacturing defects in fabric, hardware, and internal components.

Final Balance:

Payment of the remaining 1/3rd will be due at time of the scheduling of the installation.

Attachment: QUOTES_Town Hall Window Treatments (RES-2026-609 : Town Hall Window Treatments CRS #6401)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 32155 **RESOLUTION 2026-610** **ADOPTED AS AMENDED**

Playground Equipment for Willowdale (ACP) CRS #6425

WHEREAS, the Town Board passed Resolution 2026-247 on March 9, 2026 permitting the Town of Amherst to standardize its playground equipment to Landscape Structures, Inc; and

~~WHEREAS, a warranty for Landscape Structures, Inc playground equipment is only available when installation services are provided by a certified installer;~~

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities Department to issue a purchase order for equipment ~~and installation~~ to Landscape Structures, Inc. in the amount of $438,100.00 ~~$620,000.00~~; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Landscape Structures, Inc., pending successful completion of the Contract Routing System, CRS #6425.

8/10/2026
A motion to approve was made by Supervisor Lavin and seconded by Deputy Supervisor Marinucci. A motion was then made by Supervisor Lavin to amend, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

KP 2529.4972, $438,100.00

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 32128 **RESOLUTION 2026-611** **ADOPTED**

Budget Transfers and Amendments

For August 10, 2026 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 8/3/2026
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS – 2026

DECREASE:	***INCREASE***
A1420.4025 Atty- Print/Adv/Lease $270.00	A1420.2100 Furniture, Desk, Chairs $270.00

Requested per department.

BUDGET AMENDMENTS – 2026

INCREASE:	***INCREASE***
A1230.02089 Eco Develop- Erie Co Grant $25,000.00	A1230.4430 Miscellaneous $400.00 A1230.4110 Contractual $24,600.00

To recognize revenue received for the 250th anniversary celebration grant funding.

N2544.02785 CHEEK HOME- PI $4,288.50	N2544.4000 Contractual $4,288.50
N2549.02785 CHEEK HOME Admin- PI $476.50	N2549.4003 10% Admin $476.50

To recognize Community Development program income from 8 E. Toulon, Cheektowaga.

N2550.02785 TON HOME- PI $27,091.80	N2550.4000 Contractual $27,091.80
N2553.02785 TON HOME Admin- PI $3,010.20	N2553.4003 10% Admin $3,010.20

To recognize Community Development program income from 101 Glenhurst, Tonawanda.

N2656.03089 State Grant- State Aid $13,723.00	N2656.4000 Contractual $12,351.00 N2656.1000 Personal Svcs $1,274.50 N2656.8030 FICA $97.50

To recognize the 2026 housing rehabilitation matching state grant.

8/10/2026

A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

See above.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 32048 **RESOLUTION 2026-612** **ADOPTED**

Extension of Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS #6387

WHEREAS, Duffy's AIS (original CRS #5050) has agreed to extend the Town Wide Refrigeration & Appliance Repair contract for an additional two-year term;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the contract with Duffy's AIS through September 30, 2028; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Duffy's AIS.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Shawn A. Lavin
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Angela Marinucci

COUNCILMEMBERS
John Davis
Jack Kavanaugh
Michael Szukala

July 14, 2026

Duffy's AIS
3190 Genesee Street
Buffalo, NY 14225
ATTN: Paul Pumputis

Re: CRS 5050 – Extension of Town of Amherst Bid #2024034
Town Wide Refrigeration & Appliance Repair

Dear Mr. Pumputis:

The Town of Amherst wishes to extend this agreement for an additional contract period, through September 30, 2028, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department ATTN: Karen Halton, Buyer
5583 Main Stret., Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Duffys AIS

Representative (Please print): PAUL PUMPUTIS Title: DIRECTOR of DIVISIONAL OPERATIONS

Signature: _____ Date: 7.14-26

Acceptance by the Town of Amherst:

Shawn A. Lavin, Supervisor Date

Attachment: Duffys AIS Signed Extension (RES-2026-612 : Extension of Bid #2024034 Town Wide Refrigeration & Appliance Repair - CRS

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 32144 **RESOLUTION 2026-613** **ADOPTED**

Award Bid #2026032 Sludge Hauling Hook Truck - CRS #6418

WHEREAS, the Contract Compliance and Administration Department received bids on July 23, 2026 for Bid #2026032 Sludge Hauling Hook Truck; and

WHEREAS, the bid process resulted in a response from two (2) vendors, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Fleet Maintenance, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Water Pollution Control to trade in the sludge hauling truck listed below:

Year	Make/Model	VIN #	Trade-In Value
2013	Peterbilt 382 Sludge Hauling Truck	1NP-9L50X-4-DD193009	$13,000

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Fleet Maintenance, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to a long lead time between ordering and receiving the vehicle.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

Items 1-4: KP2526-2600; $239,575.00

Items 5-8: G9916-4910; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Bid #2026032 Sludge Hauling Truck							
Low Bidder			Vendor Name:	Fleet Maintenance		Environmental Equipment Sales & Service	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	1	Each	Sludge Hauling Truck to meet the attached specifications described within under ITEM #1, or Equivalent.	$151,000.00	$151,000.00	X	
2	1	Each	Roll-Rite DC Series Hydraulic Tarp System under ITEM #2, or Equivalent.	$8,500.00	$8,500.00	X	
3	1	Each	AMPLIROLL hooklift, Model AMP 160-212-20, Lifting Capacity: 50,000 lbs, Shipping Weight NTE: 5565 lbs, Dump Angle: 58 Degrees.	$93,075.00	$93,075.00	$252,795.30	$252,795.30
			Sudge Hauling Truck Total		**$252,575.00**		$252,795.30
4	1	Each	A trade-in price on 2013 Peterbilt 382 Sludge Hauling Truck 8.9L in-line SL 6x4 cab	$13,000.00	$13,000.00	$5,000.00	$5,000.00
			Sludge Hauling Truck minus Trade-In		**$239,575.00**		$247,795.30
5	1	HR	Hourly labor rate for authorized additional work necessary to ensure proper operation of the combination unit and for out-of-warranty repairs during the first 24 months following contract execution.	Item #1: $170/HR Items #2 & 3: $178/HR		$175 Local $190 Travel	
6	**1**	%	Percentage discount from "Truck" manufacturer's current list price as described in Item #1 for additional spare parts and materials.	Reference Bid #2025008		N/A	
7	1	%	Percentage discount from "Tarp" manufacturer's list price as described in Item #2 for additional spare parts and materials.	5%		N/A	
8	1	%	Percentage discount from "Ampliroll" manufacturer's list price as described in Item #3 for additional spare parts and materials.	5%		N/A	
			NO ADDITIONAL CHARGES WILL BE ALLOWED				

NOTES:

Fleet Maintenance: Deviations/Comments: Page 6:EPA Clean Idle Label: CARB clean idle label; EPA label not available with Detroit engines. Page 8: Neutral at stop enabled - Fuel Sense disabled - performance based; Page 9: 5.25 rear axle ratio: 4.78 ratio (5.25 not available w/ selected driveline); Page 12: Continental intelligent HAU 3 WT 315/80R22.5 20 ply radial front tires noted (not intelligent); Continental intelligent HDC1HT 11R22.5 16 ply radial rear tires noted (not intelligent); Conmet preset plus premium iron reara hubs: aluminum rear hubs; Alcoa 88167 x 22.5 x 8.25 10 hub pilot aluminum steel disc rear wheels: aluminum (not steel); Page 15: Sharkfin multi-band antenna, right hand bias roof mounting location AM/FM weatherband, Wi-Fi Bluetooth SDAR Sirius GMSS/GPS: Sharkfin w/ central location (not right hand); Page 16: 3 years Detroit connect base package (features vary by model) Detroit connect platform: 5 Years (not 3 year); Hardwire switch #3, on/off/on latching, 30 amps ignition power: 20 amps; Hardwire switch #4, on/off/on latching, 30 amps ignition power: 30 amps; Powder white (n0006ea) rear wheels/rims (PKWHT21, TKWHT21, W, TW) No paint rear wheels (aluminum);

Environmental Equipment Sales and Service: Deviations/Comments: Page 17: Ampliroll Hooklift, model amp 160/212-20 USA: Stellar NXT52; Lifting capacity: 50,000 lbs, shipping weight NTE 5565 lbs, dump angle: 58 degrees: 52,000 Lbs; Page 18: Hook loader system shall be designed to operate at 4800 psi and supplied with a piston pump rated at 5700 psi minimum: Can do 5200 lbs at 4500 psi; Overall length of hoist shall be 222": 242" long; Dump angle shall be a minimum of 58 degrees: 52 degrees.

Note: Only Environmental Equipment Sales and Service only bid on the Ampliroll hooklift.

Attachment: Bid Tab Sludge Hauling Truck (RES-2026-613 : Award Bid #2026032 Sludge Hauling Hook Truck - CRS #6418)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 32146 **RESOLUTION 2026-614** **ADOPTED**

Award Bid #2026033 Parking Lot Crack Fill, Seal Coat & Striping - CRS #6422

WHEREAS, the Contract Compliance and Administration Department received bids on July 30, 2026 for Parking Lot Crack Fill, Seal Coat and Striping; and

WHEREAS, the bid process resulted in responses from four (4) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award Items #2, 4, 6, 7, 9, 11 and 1-3 of Other to Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Baughman Magic Seal, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System so work can begin as soon as possible.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2511-4972; $34,800

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Bid #2026033 - Parking Lot Crack Fill / Seal Coat / Striping							
Low Bid				JR Sealcoating	Manel Paving & Sealing	Marty's Seal Coating	Baughman Magic Seal
Item #	Description	Service*	Quantity	Total Price	Total Price	Total Price	Total Price
	NYS DOL Certificate of Contractor Registration Provided			No	Yes	No	No
	Crack Fill / Seal Coat / Stripe						
1	Location #1 Amherst Town Hall (Figure 1a) Weekday	CF, SC & S	1	$6,000.00	$6,200.00	$5,800.00	$3,800.00
2	Location #1 Amherst Town Hall (Figure 1a) Weekend	CF, SC & S	1	$6,000.00	$7,400.00	$5,800.00	$4,500.00
3	Location #2 Amherst Town Hall (Figure 1b) Weekday	CF, SC & S	1	$9,300.00	$9,475.00	$8,200.00	$5,600.00
4	Location #2 Amherst Town Hall (Figure 1b) Weekend	CF, SC & S	1	$9,300.00	$10,825.00	$8,200.00	$6,400.00
5	Location #3 Royal Park (Figure 1c) Weekday	SC	2	$18,000.00	$16,245.00	$10,430.00	$7,600.00
6	Location #3 Royal Park (Figure 1c) Weekend	SC	2	$18,000.00	$18,495.00	$10,430.00	$8,400.00
7	Location #4 Bedford / Willow Ridge Park (Figure 1d) Weekday	SC & S	1	$3,300.00	$3,100.00	$2,480.00	$1,800.00
8	Location #4 Bedford / Willow Ridge Park (Figure 1d) Weekend	SC & S	1	$3,300.00	$3,900.00	$2,480.00	$2,500.00
9	Location #5 Audubon Golf Course (Figure 1e) Weekday	CF, SC & S	1	$11,700.00	$10,250.00	$9,200.00	$6,200.00
10	Location #5 Audubon Golf Course (Figure 1e) Weekend	CF, SC & S	1	$11,700.00	$11,500.00	$9,200.00	$7,200.00
11	Location #6 Audubon Golf Course (Figure 1f) Weekday	CF, SC & S	1	$11,700.00	$10,950.00	$9,330.00	$7,500.00
12	Location #6 Audubon Golf Course (Figure 1f) Weekend	CF, SC & S	1	$11,700.00	$12,900.00	$9,330.00	$8,500.00
	OTHER						
1	Total Price for additional painted lines on any Town-owned site	Per LF	500	$200.00	No Bid	$450.00	$250.00
2	Total Price for additional mobilization for painting control lines on any Town-owned site	Each	2	$500.00	No Bid	$450.00	$250.00
3	Total Price for one additional painted symbol (letter or accessible) on any Town-owned site	Each	5	$50.00	No Bid	$30.00	$250.00
				$120,750.00	$121,240.00	$91,810.00	$70,750.00
	Total:			$120,750.00	$121,240.00	$91,810.00	$70,750.00
	*Service:						
	CF= Crack Fill						
	SC = Seal Coat						
	S = Stripe						
	LS = Layout & Stripe						
	Totals for Items 2, 4, 6, 7, 9 & 11			$60,000.00	$61,020.00	$45,440.00	$34,800.00
Notes: NYS DOL Certificate of Contractor Registration or proof of application must be received before award of work.							

Attachment: Bid Analysis Parking Lot Crack Fill Seal Coat & Striping (RES-2026-614 : Award Bid

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Economic Development
Initiated by: **Kimberly Podgorsak**
Co-Sponsored by:

DOC ID: 32125 **RESOLUTION 2026-615** **ADOPTED**

Authorize Supervisor to Sign Amended State Grant Contract CRS #6431

Authorize the Supervisor to sign a contract amendment between the Town of Amherst and NYS Office of Parks, Recreation, and Historic Preservation for the relocation of a splash pad from Willowdale Park to North Forest Park, subject to the contract routing system CRS #6431 (original CRS #4974). Thank you for your consideration.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2612-03089 ($250,000)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Office of Parks, Recreation and Historic Preservation NYS OPRHP 625 Broadway, 2nd floor Albany, NY 12207	BUSINESS UNIT/DEPT ID: PRK01 1290000 CONTRACT NUMBER: PRK01-C23W002GM-1290000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☐ New ☐ Renewal (list periods) : ☑ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: Splash Pad ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 11/02/2023 To: 11/01/2028 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount*;* *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $250,000.00 AMENDED: FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: unsigned_amendment_AGREEMENT_0000000000000000000150591_4_V1 (RES-2026-615 : Authorize Supervisor to Sign Amended State Grant Contract)

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☑ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☑ Other:

Attachment E

Attachment: unsigned_amendment_AGREEMENT_00000000000000000000150591_4_V1 (RES-2026-615 : Authorize Supervisor to Sign Amended State Grant Contract)

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: AMHERST TOWN OF

_____

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Attachment: unsigned_amendment_AGREEMENT_0000000000000000000150591_4_V1 (RES-2026-615 : Authorize Supervisor to Sign Amended State Grant Contract)

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

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program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

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to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

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implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

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and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any

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subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

    b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

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c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

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cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required

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to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

    a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

    b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

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Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

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coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

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of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty
of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

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apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

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the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

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("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

A. Notice. For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):

1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.

2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.

B. Payment shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

C. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.

D. It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

E. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

F. Termination. In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

G. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

H. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

I. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

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J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

M. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

N. The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

O. Department of Labor Public Work Contractor Registry. Effective December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the

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New York State Department of Labor under Labor Law Section 220-i. Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations). A Certificate of Registration with a unique registration number will be issued to the applicant electronically through the Contractor Registry portal. A digital copy of the certificate must be submitted with bid submission or bidder may be found to be non-responsive. Contractors are responsible for verifying that any subcontractors they work with are registered. Please refer to this website for information: https://dol.ny.gov/contractor-and-subcontractor-landing. The registration login page is found here: Log In - Management System for Protecting Workers' Rights.

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ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND

A. Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.

B. Procurement: All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

C. Retroactive funding. Notwithstanding the provisions of Section A (2) of the Attachment D: Payment and Reporting of this State of New York Contract for Grants ("Contract"), program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.

D. Project Sign. At the commencement of the work described in the Work Plan, the Contractor shall erect asign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).

E. Public Benefit Requirements.

1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:

a. Afford the public reasonable access to or use of the project as specified by the State;

b. Include a provision that no rule or regulation of a municipality shall restrict the use of, or access to, a project by non-residents of the municipality;

c. Not impose a fee for use of or access to the project without the prior written approval of the State;

d. Own or hold by lease or maintain and operate the project as specified by the State;

e. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;

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f. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and

g. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.

2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).

3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other additional requirements as shall be required by the State.

4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax-exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

F. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.

2. Any documents developed under this Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

G. In the case that this grant involves **State-owned land**, the grant recipient shall have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant as set forth in all Attachments included as part of this Contract.

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ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 11/02/2023 - 11/01/2028
Contract Amount: $250,000.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	11/02/2023 - 11/01/2028	$250,000.00			Y	Y

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ATTACHMENT B-3(A) - CAPITAL BASED BUDGET AMENDMENT SUMMARY

PROJECT NAME: Splash Pad
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 11/02/2023
To: 11/01/2028

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	ORIGINAL	CHANGE	REVISED BUDGET				
1. SCOPING & PRE-DEVELOPMENT	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
2. DESIGN	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
3. ACQUISITION	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
4. CONSTRUCTION	$250,000.00	$0.00	$250,000.00	$0.00	0%	$0.00	$250,000.0
5. ADMINISTRATION	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
6. WORKING CAPITAL/RESERVES	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
7. OTHER	$0.00	$0.00	$0.00	$0.00	0%	$0.00	$0.0
Total	$250,000.00	$0.00	$250,000.00	$0.00	0%	$0.00	$250,000.0

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ATTACHMENT B-3(A) - CAPITAL BASED BUDGET AMENDMENT
JUSTIFICATION

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ATTACHMENT B-3(A) - CAPITAL BASED BUDGET AMENDMENT
DETAIL WORKSHEET – CONSTRUCTION

CONSTRUCTION TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Materials, labor and equipment for site preparation and installation of play equipment for Splash Pad at North Forest Park	$250,000.00	$0.00	0%	$0.00	$250,000.
Total	$250,000.00	$0.00	0%	$0.00	$250,000

CONSTRUCTION NARRATIVE

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ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Splash Pad
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 11/02/2023
To: 11/01/2028

Funding will support the services and expenses of the Town of Amherst for a splash pad.

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ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Complete project as described in Attachment C - Work Plan - Complete project as described in Attachment C - Work Plan
Task
1.1 Complete project as described in Attachment C - Work Plan - Complete project as described in Attachment C - Work Plan
Performance Measures
1.1.1 Progress Reports - Progress Reports

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

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Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 11/02/2023 - 11/01/2028			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Interim Reimbursement	11/02/2023 - 11/01/2028	01/30/2029

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

    - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

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approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

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Schedule B: Progress Reporting Requirements

Period 1: 11/02/2023 – 11/01/2028			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Progress Report	11/02/2023 - 02/01/2024	03/02/2024
2	Progress Report	02/02/2024 - 05/01/2024	05/31/2024
3	Progress Report	05/02/2024 - 08/01/2024	08/31/2024
4	Progress Report	08/02/2024 - 11/01/2024	12/01/2024
5	Progress Report	11/02/2024 - 02/01/2025	03/03/2025
6	Progress Report	02/02/2025 - 05/01/2025	05/31/2025
7	Progress Report	05/02/2025 - 08/01/2025	08/31/2025
8	Progress Report	08/02/2025 - 11/01/2025	12/01/2025
9	Progress Report	11/02/2025 - 02/01/2026	03/03/2026
10	Progress Report	02/02/2026 - 05/01/2026	05/31/2026
11	Progress Report	05/02/2026 - 08/01/2026	08/31/2026
12	Progress Report	08/02/2026 - 11/01/2026	12/01/2026
13	Progress Report	11/02/2026 - 02/01/2027	03/03/2027
14	Progress Report	02/02/2027 - 05/01/2027	05/31/2027
15	Progress Report	05/02/2027 - 08/01/2027	08/31/2027
16	Progress Report	08/02/2027 - 11/01/2027	12/01/2027
17	Progress Report	11/02/2027 - 02/01/2028	03/02/2028
18	Progress Report	02/02/2028 - 05/01/2028	05/31/2028
19	Progress Report	05/02/2028 - 08/01/2028	08/31/2028
20	Progress Report	08/02/2028 - 11/01/2028	12/01/2028
21	Final Report	11/02/2023 - 11/01/2028	01/30/2029

E. Special Payment and Reporting Provisions:

Period 1: Grant funds will be reimbursed up to 100% of total eligible project costs, or $250,000.00, whichever is less.

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ATTACHMENT E

SPECIAL CONDITIONS AND REQUIREMENTS

I. Project Specific Requirements

A. With the **execution of this State of New York Contract for Grants (Contract)**, the CONTRACTOR shall erect a **28"x20"** project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in perpetuity. Photographic documentation that the project sign has been erected at the project site will be required prior to submission of the first **Interim/Performance Expenditure Report.**

II. Schedule

A. The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date as specified on the Face Page. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

MILESTONE	TIMEFRAME
Progress Reports	Quarterly from contract approval to project completion
Review of plans and specifications by the State Historic Preservation Office (SHPO) and/or the Regional Grants Administrator (RGA)	Prior to starting the Bidding Process
Construction Bidding Process Commences	Upon notice of Approval by the STATE
Bid Award	Upon notice of Approval by the STATE
Start of Construction	Upon notice of Approval by the STATE
Reimbursements	ONGOING – As expenditures accrue for costs incurred for the project as outlined in the related Attachments, and satisfaction of all program requirements
Project Completion	Current Contract End Date

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Final Report –Closeout Documentation	90 days after the Current Contract End Date
Final Reimbursement (10% withholding)	Upon approval of Final Report-Closeout documentation and Final Interim/Performance Expenditure Report

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Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 32156 **RESOLUTION 2026-616** **ADOPTED**

Award of Bid – Mill Street Traffic Calming and Pedestrian Safety Improvements at Amherst State Park Millennium Construction, Inc. Town of Amherst Job# 2026.025

On July 23, 2026, bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Millennium Construction, Inc., 8320 Quarry Road, Niagara Falls, NY 14304, at their low base bid and alternate #1 sum of $149,705.00.

Funding is available from accounts KP2237-4972, $128,000 and KP2317-4972, $21,705.

May I please have your approval to award this contract? Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Funding is available from accounts KP2237-4972 $128,000 and KP2317-4972 $21,705.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Mill Street Traffic Calming and Pedestrian Safety Improvements at Amherst State Park

Bid Opening: July 23, 2026

Time: 12:00 Noon

Town Job No. 2026.025

	BIDDER	Total Base Bid	Alternate Bid	Total
1	Millennium Construction	$ 135,905.00	$ 13,800.00 *	$ 149,705.00
2	Edbauer Construction	$ 146,772.00	$ 12,906.00	$ 159,678.00

* item amount reduced during negotiation

Attachment: Bid_Tabulation_2026.025 Mill Street (RES-2026-616 : Award of Bid – Mill Street Traffic Calming and Pedestrian Safety

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 32157 **RESOLUTION 2026-617** **ADOPTED**

Award of Bid – Cindy Dr., Ava Lane & Kim Circle Waterline Replacement Project 2026 – 2031 CIP Project E-3 T.O.A. Project No. 2026.012

On July 30, 2026 bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to Fairway Contracting, P.O. Box 352, Orchard Park, NY 14127, in the amount of $719,335.10. For phase I only.

Funding for this contract shall be from project account KP2611.4972.

May I please have your approval to award this contract?

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Funding for this contract shall be from project account KP2611.4972 in the amount of $719,335.10. For phase I only.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Town of Amherst

Cindy Dr., Ava Lane, & Kim Circle Waterline Replacement Project

Bid Tabulation / July 30, 2026

T.O.A. Job No. 2026.012

No.	Bidder	Bid Bond (Y/N)	Base Bid - Phase 1	Alternate 1 - Phase 2
1	Fairway Contracting	Y	**$719,335.10**	$508,191.00
2	Milherst Construction Inc.	Y	$771,460.10	$554,745.10
3	E&R General Construction	Y	$798,222.00	$576,441.00
4	Malvestuto Constrcution Inc.	Y	$982,579.00	$677,012.00

Attachment: Cindy Ava Kim Waterline Replacement Project_Bid Tabulation_TB Agenda (RES-2026-617 : Award of Bid – Cindy Dr., Ava Lane &

August 3, 2026

Jessica Boudreau, P.E.
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Town of Amherst
Cindy Drive, Ava Lane, and Kim Circle
Water Main Replacement
TOA Project No. 2026.012
File No. 224J1-0054.009

Dear Ms. Boudreau;

In accordance with the Notice to Bidders, sealed bids for the Cindy Drive, Ava Lane, and Kim Circle Water Main Replacement Project were opened and publicly read aloud at 12:00 p.m. on July 30, 2026, at the Town's Municipal Building.

A total of four (4) bids were received. Nussbaumer & Clarke, Inc. (Nussbaumer) has carefully reviewed all bids. Enclosed for the Town's use and information is one (1) copy of the tabulation of bids.

Nussbaumer thoroughly reviewed the proposal from Fairway Contracting and subsequently conducted a Pre-Award meeting on July 30, 2026, including Nussbaumer and Fairway Contracting personnel. Based upon our review of Fairway Contracting's proposal and the Pre-Award meeting, Nussbaumer is satisfied with Fairway Contracting's understanding of the full project scope and expectations for the project.

Therefore, Nussbaumer herein recommends that Cindy Drive, Ava Lane and Kim Circle Water Main Replacement Project Phase 1 be awarded to the lowest responsible bidder, Fairway Contracting, P.O. Box 352, Orchard Park, NY 14127, in the amount of $719,335.10 contingent upon availability of funding.

Should you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,

NUSSBAUMER & CLARKE, INC.

Jacob McDonald, EIT
Engineer

Enclosure: Bid Tab

Attachment: Cindy Ava Kim Waterline Replacement Project_Bid Tabulation_TB Agenda (RES-2026-617 : Award of Bid – Cindy Dr., Ava Lane &

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 32158 **RESOLUTION 2026-618** **ADOPTED**

Award of Bid – Casey Road Pedestrian and Bicycle Safety Improvements, Phase 2; Occhino Corp. Town of Amherst Job# 2014.048A; PIN 5764.66

On May 28, 2026, bids were received for the above referenced project. After Town and NYSDOT regional review of the three (3) bids received (attached tabulation) and using NYSDOT bid analysis requirements, we recommend the contract for the Casey Road Pedestrian & Bicycle Safety Improvements, Phase 2 be awarded to Occhino Corp., 2650 Seneca Street, West Seneca, NY 14224 at their low base bid amount of $2,049,761.64.

The majority of this project is federal funded and reimbursed through a Transportation Alternatives Program (TAP) Grant and in accordance with Resolution 2026-435. The remaining sources are from an Erie County betterment in accordance with Resolution 2024-559 and a local share from bonded accounts provided by the Town. The construction-specific allocation shall be as follows:

Federal Aid share:	$1,146,400
Erie County share:	$311,205
Local share:	$592,156.64
Total:	$2,049,761.64

The above referenced funding is all available within account KP-2306-4972. May I please have your approval to award this low contract?

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Phase 2 be awarded to Occhino Corp., 2650 Seneca Street, West Seneca, NY 14224 at their low base bid amount of $2,049,761.64.

Federal Aid share:	$1,146,400
Erie County share:	$311,205
Local share:	$592,156.64
Total:	$2,049,761.64

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Casey Road Pedestrian and Bicycle Safety Improvements, Ph 2

Thursday, May 28, 2026

Town Job 2014.048A

PIN 5764.66

	BIDDER	BASE BID	BID BOND
1	Occhino Corp.	$ 2,049,761.64	YES
2	Milherst Construction, Inc.	$ 2,451,456.50	YES
3	Union Concrete and Construction Corp.	$ 2,679,978.25	YES

Attachment: Bid_Tabulation_2014048A Casey (RES-2026-618 : Award of Bid – Casey Road Pedestrian and Bicycle Safety Improvements,)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 32114 **RESOLUTION 2026-619** **ADOPTED**

Amendment to 2026-2031 Capital Improvement Program

Please amend 2026 funding in the Capital Improvement Program (CIP) as follows:

Project	Original Amount	New Amount
YR-1A Town-Wide Playground Construction	1,000 LA	875 LA
F-13 NARC Stairway Replacement		125 LA
TOTAL	1,000 LA	1,000 LA

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A for 2026

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Highway
Initiated by: **Ross Schultz**
Co-Sponsored by:

DOC ID: 32160 **RESOLUTION 2026-620** **ADOPTED**

Authorize Supervisor to Sign Agreement to Extend Contract with NOCO Energy Corporation CRS #6427

Please authorize supervisor to sign extension agreement with NOCO Energy Corp to supply the Highway Department with diesel fuel. Subject to contract routing system CRS #6427 (original CRS #5203). NYS OGS award has been extended through August 2028. Thank you for your consideration.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

D5110 - 4310

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 32148 **RESOLUTION 2026-621** **ADOPTED**

Clerk- PT/Town Clerk

Please appoint a Clerk - PT to the Town Clerk's Office, Temporary. Effective August 14, 2026 at an hourly rate of $24.00.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 32149 **RESOLUTION 2026-622** **ADOPTED**

Maintenance Worker/Police Department

Please appoint a Maintenance Worker to the Police Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 12, 2026 at an hourly rate of $21.09, Grade 4, Step A.

Contingent upon completing all pre-employment requirements.

Replacing an employee that retired.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Information Technology
Initiated by: **Tim Ray**
Co-Sponsored by:

DOC ID: 32135 **RESOLUTION 2026-623** **ADOPTED**

Comtec of WNY, Inc. Statement of Work Hourly Rates, CRS #6414

TO: **Town Board**

FROM: **Michael Peller, Interim Director of Information Technology**

DATE: **August 10th, 2026**

RE: **Comtec of WNY, Inc. Statement of Work Hourly Rates, CRS #6414**

Kindly adopt this resolution authorizing the Supervisor to execute the attached Agreement between the Town of Amherst and Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on July 09, 2027.

Contract 6414 has successfully completed the Contract Routing System approval process.

Thank you.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

A1681-4110 on an as needed basis

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

COMTEC of WNY Inc. Communications
YOUR FIBER OPTIC CONNECTION
EMERGENCY NETWORK RESTORATION SERVICES 24/7/365
888-625-8807

Town of Amherst
5583 Main Street
Williamsville, NY 14221

The following is our list of regular and emergency response rates and out-of scope services. This includes our crews to mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material. Pricing will be valid from 07/09/2026 and will expire on 07/09/2027

Description	Per Hour
Regular Scheduled Work- Line Crew (3 man crew and bucket truck)	$584.48
Saturday, Sunday, Holiday, and Emergency Callout Rate-Line Crew (3 man crew and bucket truck)	$1168.97
Regular Scheduled Work- Underground Crew (3 man crew and truck)	$584.48
Saturday, Sunday, Holiday, and Emergency Callout Rate- Underground Crew (3 man crew and truck)	$1168.97
Regular Scheduled Work- Fiber Optic Splicer	$194.83
Saturday, Sunday, Holiday, and Emergency Callout Rate-Fiber Optic Splicer	$389.66
Regular Scheduled Work-Flagger	$143.06
Saturday, Sunday, Holiday, and Emergency Callout Rate- Flagger	$286.13
Regular Scheduled Work- Line Worker/UG laborer per hour	$194.83
Saturday, Sunday, Holiday, and Emergency Callout Rate- Line/UG laborer per hour	$389.66

Note: Materials will be billed at cost plus 15%

We have compiled our quotation for this project to fit the scope of work as we understand it.
Thank you for giving Comtec an opportunity to bid on this project.

Client: Town of Amherst

(signed) _____

(printed name) _____

(title) _____

(date) _____

Comtec of WNY Inc.

(signed) James W. Edwards, Jr.

(printed name) James W. Edwards, Jr.

(title) Vice President

(date) 07/09/2026

Attachment: SIGNED Comtec 2026-2027 Contract, Addendum, Iran Divestment (RES-2026-623 : Comtec of WNY, Inc. Statement of Work Hourly

Attachment: SIGNED Comtec 2026-2027 Contract, Addendum, Iran Divestment (RES-2026-623 : Comtec of WNY, Inc. Statement of Work Hourly

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: SIGNED Comtec 2026-2027 Contract, Addendum, Iran Divestment (RES-2026-623 : Comtec of WNY, Inc. Statement of Work Hourly

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the 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 a repetition of such or any other breach unless the waiver shall include the same.

Attachment: SIGNED Comtec 2026-2027 Contract, Addendum, Iran Divestment (RES-2026-623 : Comtec of WNY, Inc. Statement of Work Hourly

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Comtec of WNY Inc.
Print Name of Company

By: _____
Signature

James W. Edwards, Jr.
Printed name

Date: 07/09/2026

Agreed to and Accepted by:

Town of Amherst

By: _____
Shawn A. Lavin, Supervisor

Date: _____

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Comtec of WNY Inc.

Signature: James W. Edwards Jr.

Print Name: James W. Edwards, Jr.

Title: Vice President of Operations

Date: 07/09/2026

Revised 4.2017

Attachment: SIGNED Comtec 2026-2027 Contract, Addendum, Iran Divestment (RES-2026-623 : Comtec of WNY, Inc. Statement of Work Hourly

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 32102 **RESOLUTION 2026-548** **ADJOURNED**

Amendment to the SEQR Certification of Findings for 17.13± Acres of Land at "Muir Woods - Site B". [770 John James Audubon Parkway (NCD); Z-2002-09_F]

DRAFT RESOLUTION
August 10, 2026

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) that the requirements of SEQR have been completed, and be it further,

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings and condition imposed by the Planning Board as stated in their resolution of June 16, 2026, to amend the "Development Program" within the SEQR Findings Statement approved by the Town Board on October 15, 2024 that the petitioner shall be required to submit drafts of all required easements pursuant to project approvals issued for Site B of the Muir Woods Project to the Planning Department and Town Attorney's Office for review and approval of the content and form prior to the Town Board issuing a decision on the request to amend the Findings Statement. All required easements shall be recorded at the Erie County Clerk's Office by Petitioner prior to the Town Board issuing a decision on the request to amend the Findings Statement and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office.

RESOLVED, that the Town Board adjourns making a decision on the subject request to amend the Findings Statement until such time and as requested by the Town Attorney's Office all required easements shall be recorded at the Erie County Clerk's Office by Petitioner and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:13 PM.

Attorney Marc Romanowski presented.

The following resident spoke:
Kevin Lynch, 9 Deer Ridge

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by

Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed at 9:23 PM.

8/10/2026
A motion to adjourn to the August 31st Town Board meeting was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 8/31/2026 7:00 PM**
MOVER:	Shawn Lavin, Supervisor	
SECONDER:	Angela Marinucci, Deputy Supervisor	
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh	

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of July 27, 2026

July 22, 2026

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B; property located at 770 John James Audubon Parkway; 770 JJAP, LLC, Petitioner. Z-2002-09_F.

Honorable Members:

The subject area of the overall 330± acre Muir Woods site is a 17.13± acre irregularly shaped parcel of land located on the east side of the northern terminus of John James Audubon Parkway north of the I-990 (Lockport Expressway) designated as "Site B". The parcel has 571.1± ft. of frontage on John James Audubon Parkway, abuts the north side of the I-990 and contains a portion of Town Ditch #4 that runs east west through the property. John James Audubon Parkway is a Town of Amherst roadway designated as a minor arterial roadway in the Comprehensive Plan with the I-990 being a New York State roadway under the jurisdiction of the Department of Transportation that is designated as expressway in the Comprehensive Plan.

The subject 17.13± acre site (eastern portion of Site 'B') is largely undeveloped, cleared (under a wetland permit) and an open grassy area that contains a portion of the recreation path required as part of the "Muir Woods" development. The western portion of Site 'B' has been developed as a 208± unit student housing development (Aspen Heights).

The purpose of this request is to amend the SEQR Certification of Amended Findings Statement for "Muir Woods" for site 'B' of this development that was adopted by the Town Board on October 15, 2024. The amendment to the findings statement will allow a form of residential development on the eastern portion of site 'B' that was not previously contemplated. The petitioner is proposing to develop the eastern portion of site 'B' as a 160-unit townhome development serviced by private roadways and infrastructure. The amendment will also further clarify what is anticipated for accommodation of the potential NFTA light rail service at site 'B'.

The request to amend the Certification of Amended Findings proposes to:

- Clarify the provision for the NFTA light rail project and terminus on site "B" stipulated in section 8G, paragraph 4 on page 13 that states:

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Honorable Town Board

Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B: property located at 770 John James Audubon Parkway
Agenda of July 27, 2026

The Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst will result in numerous public benefits including, but not limited to, accommodating the potential future extension of NFTA light rail service and a terminus for the light rail service on Site B, publicly accessible parking for a recreational trail that will cross the overall Muir Woods Project Site and connect to the Town's recreational trail (extending from Niagara Falls Boulevard to the trailhead near the intersection of North Forest Road and Maple Road), and a potential future extension of John James Audubon Parkway as a public roadway connecting to North French Road.

- Add the paragraph below:

The Applicant has been and continues to engage in coordination with the Niagara Frontier Transportation Authority ("NFTA") regarding the potential future extension of a proposed light rail transit system across a portion of the East Side of Site B. The Applicant has worked diligently to identify and address the NFTA's concerns related to preservation of a potential transit corridor and compatibility with future transit infrastructure. Based on these efforts, the Applicant has proposed to reserve a portion of the Site for a proposed light rail station. The Town Board finds that the Applicant has made reasonable accommodations for the NFTA to extend a light rail system on a portion of the East Side of Site B to ensure that the proposed development does not preclude or unreasonably interfere with any future extension of the light rail system.

- Amend the allowable uses on site 'B' to create a 4th option to allow for 160 townhome units on the easterly portion of site B (770 JJ Audubon Pkwy) in addition to the 197 constructed student housing units on the westerly portion of site B (775 JJ Audubon Pkwy)

The amendment to the Certification of Amended Findings issued on October 15, 2024, page 27 is below with the changes noted in **bold** text:

B. Land Use

The proposed development will follow the program as previously set forth, with the addition of Option 4 for Site B:

Development Site	Land Use	Maximum Developed Area	Development Program
Site B (Option 1)	Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)	Residential/Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Site B (Option 3)	Residential – Student housing	46 acres	Maximum of 515 student housing units
Site B (Option 4)	**Student Housing / Residential Townhomes**	**46 acres**	**197-unit student housing development on the western portion of Site B (775 John James Audubon Parkway) and 160 single-family townhome residences on the eastern portion of Site B (770 John James Audubon Parkway). Each townhome unit shall be provided with two (2) parking spaces.**

Other Factors:

1. The overall Muir Woods development site is comprised of 326± acres, of which 108± acres are proposed for development, leaving 216± acres for open space which includes a marsh area, federal/state wetlands, and buffer areas. Four development sites have been previously identified and approved to be developed as follows:

Site A (west end):	25 acres	-	Mixed Use: Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 40,000 sq. ft.; 45 two-family townhomes; and 12 single-story apartments with attached garages and maximum height of 25 ft. (under construction)
Site B (center):	46 acres	-	Option 1: 464,850 sq. ft. of office/retail space Option 2: 192 residential units and 205,000 sq. ft. office/commercial Option 3: 515 (max.) student housing units (197 units constructed, Aspen Heights)
Sites C & D (east end):	37 acres	-	133-lot single-family home subdivision (approved 9/14/17; completed). The Town has previously agreed to accept 134± acres of open space/conservation land north of Site B in Muir Woods; this land is in close proximity to the residents of Site A.

Note: This request pertains to Site 'B' only.

Site "B" Concept Plan: This project is proposed to include the construction of 160 townhouse units, 4 private roads, the relocation of the existing Town of Amherst bike trail, and will also include associated utility, lighting, and landscaping improvements. The proposed site development area to be disturbed for this project is approximately 14.5± acres when the project is completed.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Honorable Town Board

Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B: property located at 770 John James Audubon Parkway
Agenda of July 27, 2026

"Muir Woods" - History of previous Audubon Amendment / other requests:

The subject site was zoned New Community District (NCD) with the allowable uses under General Commercial (GC) and the Neighborhood (ND) use classifications with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

12/17/07	The Town Board granted approval to reclassify 110± acres of the total 326± acres from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS for the Muir Woods project (Z-2002-09).
7/6/15	Resolution passed by Town Board agreeing with the conveyance of a surplus portion of the I-990 ROW from NYSDOT for the extension of J. J. Audubon Parkway for the Muir Woods project, granting an easement to the Town for ditch maintenance.
12/7/15	The Town Board approved a request to amend the Findings Statement & Audubon Development Plan to permit residential uses at Site B at the terminus of JJ Audubon Parkway (previously approved Findings specified office/retail uses).(Z-2002-09_B)
8/5/19	The Town Board approved an additional amendment to the Findings Statement to allow Site B to be developed as student housing.
11/12/19	The Town Board approved an application for a dormitory at Site B.
10/19/20	The Town Board approved an amendment to the Findings Statement to allow Site A to be developed as mixed use (previously approved Findings specified flex office/R&D uses). (Z-2002-09_C)
10/19/20	The Town Board amended the Town of Amherst Bicentennial Comprehensive Plan for Site A to be developed as mixed use (previously approved Findings specified flex office/R&D uses). (Z-2002-09_C)
9/27/21	The Town Board approved an amendment to the Findings Statement that related to the permitted number of residential units and impacts to wetlands associated with the site 'A' portion of the "Muir Woods" development (Z-2002-09_D)
9/27/21	The Town Board approved an amendment to the Findings Statement that related to the permitted number of residential units and impacts to wetlands associated with the site 'A' portion of the "Muir Woods" development (Z-2002-09_D)
10/15/24	The Town Board approved an amendment to the Findings Statement that would allow residential units, amend the setbacks for attached and detached residential townhome style units and to amend the setbacks for multistory mixed use and climate-controlled storage building. Approved amendments to the filed Declaration of Restrictions to establish setbacks for attached and detached residential townhome style units and establish the maximum heights for buildings within 500 feet of the Bucyrus neighborhood. Approved the reclassification of land from NCD-RI to NCD-LC for the site 'A' portion of the "Muir Woods" development (Z-2002-09_E).

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Honorable Town Board

Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B; property located at 770 John James Audubon Parkway
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FINDINGS

The staff offers the following findings, consistent with Part 5, Section 2-1 and Part 8, Section 15-2 (c) of the Zoning Ordinance:

A) EXTENT TO WHICH THE PROPOSED AMENDMENT MEETS THE INTENT AND OBJECTIVES OF A NEW COMMUNITY DISTRICT AS EXPRESSED IN SECTION 5-2-2 OF THE ZONING ORDINANCE.

The proposed revision to the development plan addresses the following objectives of the Zoning Ordinance.

Objectives

2-2 A A varied choice in the types of environment, occupancy, tenure, types and cost of housing, lot sizes, and community facilities available to existing and potential Town residents.

The 160 residential dwelling units proposed with this development will provide an additional variety of housing choices withing the New Community District at a density of approximately 9.12± units/acre.
Erie County Department of Environment and Planning: *Review pending.*

Town Building Department: *has no objection to the request and comments:*

- Wetlands & Floodplain on property.
- Townhomes are required to be sprinklered per 2025 NYS Codes.

Town Assessor: *has no object or comments.*

2-2 B Extensive usable open space and recreation areas, appropriate in terms of location, size and suitability of intended function.

The existing bike trail which connects John James Audubon Parkway to Sierra Drive in (Muir Woods Site 'C the "*Preserve at Muir Woods*" subdivision) is proposed to be relocated by this proposal to a more northerly route through the subject site.

The Town has previously agreed to accept 134± acres of open space/conservation land north of Site B in Muir Woods.

Town Planning Department: *has the following comments*:

- 90 degree turns in the recreational trail will be discouraged as the pathway must also support and accommodate emergency and Town vehicles.
- Proximity of the required bike path to the proposed residential lots is a concern for the privacy of future residents of this proposed development.

2-2 C The provision of commercial, office or industrial uses of substantial real property tax productivity intended to support the financing of additional educational, municipal, and other public services required as a result of the development.

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The proposed project including 160 residential dwelling units which will generate additional tax revenue that the property currently does as vacant land.

Town Assessor: *has no objection or comments.*

2-2 D Convenience in location of Commercial and Service Areas

Commercial and service areas within close proximity to the proposed development are limited. Currently, the nearest commercial/service areas are found at the intersection of Dodge Road and Campbell Boulevard to the east and Sweet Home and North French Road to the north.

2-2E The preservation of such features as trees, outstanding natural topography and geological features; the prevention of soil erosion; and the comprehensive design of storm water retention and proper drainage systems.

The concept plan indicates that the site will largely be developed and the site has been previously cleared under a NYSDEC wetland permit when the student housing development on the west side of John James Audubon Parkway was constructed. The NYSDEC and USACOE have issued wetland permits for any associated impacts to jurisdictional wetland areas.
NYS Office of Parks, Recreation and Historic Preservation stated in their letter of October 10, 2001 that the project will have no impact on cultural resources in or eligible for inclusion in the State and National Registers of Historic Places.

Town Building Department: *has no comments on the preservation of existing site features.*

Town Engineering Department: *Downstream sewer capacity analysis will be required.*

Review of the Stormwater Pollution Prevention Plan (SWPPP) by the Engineering Department will occur at site plan review.

2-2 F The creative use of land and related physical development which allows an orderly transition of land from rural to urban uses.

The general vicinity of the project area has a limited mixture of development densities. The residential property to the west is a 197-unit housing student housing/dormitory development. To the northeast via an existing bike path is the "*Preserve at Muir Woods*" detached single family home subdivision. Property to the north is largely NYSDEC wetlands and to the south is the Lockport Expressway. The area is generally isolated.

2-2 G An efficient use of land resulting in smaller networks of utilities and streets and lessened burden of traffic on streets and highways thereby lowering utility and maintenance costs borne by new development.

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The concept plan shows a system of internal private streets with 1 access point to John James Audubon Parkway. There is no vehicular connection to any other parcels outside of the subject site.

Town Traffic-Safety Board: *has no objection or comments.*

Town Engineering Department: *has no objection or comments.*

Town Highway Department: *review is pending.*

Erie County DPW – Highways Division *review is pending.*

NYS Department of Transportation: *has no objection or comments.*

2-2 H *Creation and preservation of natural and man-made features which will give increased environmental quality, encourage uses which will maintain high environmental quality and provide an attractive community design.*

The site has been cleared under a wetland permit and is largely an open field.

Town Building Department: *has no objection or comments.*

2-2 I *Guidance and control of development in Flood Hazard Areas so that life and property both within and outside such areas are protected.*

Portions of the project site are located within a 100-year floodplain. The Commissioner of Building has the responsibility for determining if the proposed project is within the special flood hazard area and for ensuring that all building requirements for such developments are met.

Town Building Department: *has no objection or comments.*

2-2 J *Increased safety for all modes of travel, including pedestrian and bicycle.*

The original concept for the Muir Woods development was designed to create a setting where occupants are less dependent on automobiles to access daily destinations. The current proposal indicates the relocation of the existing bike trail that connects John James Audubon Parkway and this portion of site 'B' to Sierra Drive (site 'C' of the Muir Wood development). The proposed amendment will continue to connect to the residential area that features an active trail system that supports recreational opportunities for residents.

2-2 K *An appropriate balancing or accommodation of the effect of major public or private development elsewhere in the Town or its vicinity.*

Generally, development in Audubon compliments other private and public development in other

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

areas of the Town. Development in Audubon responds to market demands in the Town and outside of the New Community.

2-2 L *Sufficient civic and community facilities, carefully integrated with adjoining areas.*

The proposed project would add 160 residential units.

Williamsville Central School District: has the following comments:

- They will follow all Board of Education policies relating to any new housing/developments.
- Bus pick-ups and drop-offs will continue to be at designated street corners and fire hydrants.
- Transportation services are not provided on private roads.

Amherst Fire Chiefs' Association: *has the following comments:*

- All Townhome units require sprinkler protection.

2-2 M *Provision for the orderly updating of long-term, large-scale development plans to reflect changing circumstances within an overall, Town-approved planning framework.*

The SEQR process provides sufficient safeguards for the Town to ensure that any future development plans related to the proposed project are occurring in accordance with approved Town plans. This is evidenced by the requirement for the petitioner to obtain the approval of the Town Board for the proposed amendments to the Certification of Amended Findings Statement. In addition, each development stage of the project will undergo a thorough site plan review. These safeguards allow the Town to consider each stage of the project in the context of existing circumstances.

2-2 N *A more desirable environment than would be possible through the strict application of other sections of this Zoning Ordinance.*

The provisions of the NCD result in the creation of an equally aesthetically satisfying environment and sufficient design as could be achieved under traditional zoning. The overall development concept has been designed to allow flexibility and interdependence among uses, which ideals are promoted through the NCD, but more difficult to provide through traditional zoning.

B) EXTENT TO WHICH THE PROPOSED DEVELOPMENT PLAN MEETS ALL THE REQUIREMENTS OF SUBSECTIONS 5-2-4, 5-2-5, and 5-2-6 OF THE ZONING ORDINANCE.

5-2-4 Location of NCD. No change proposed from the 2007 approval.

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5-2-5 Permitted Uses

5-2-5 A Use Classification. The subject area is currently shown on the Audubon Development Plan for General Commercial (GC) uses which would permit the proposed residential use.

5-2-5 B Use Mixture.

(1) Residential Dwelling Unit Distribution. The petitioner is proposing a housing type in the Muir Woods development that was not previously considered by requesting up to 160 residential units consisting of townhomes.

(2) Commercial Use. The requested amendment to the easterly portion of Site B will not increase the number of commercial services available to serve the Muir Woods development and the overall NCD.

(3) Open Space Use. No change proposed from the 2007 approval.

5-2-6 Dimensional Standards. No change proposed from the 2007 approval.

C) THE PROPOSED DEVELOPMENT PLAN IS CONCEPTUALLY SOUND IN THAT IT MEETS PRESENT AND FUTURE COMMUNITY NEEDS.

It is assumed that a development of this scope is not proposed without knowledge of current and future market conditions. The requested amendment to allow for an additional residential unit type on Site B of the Muir Woods development instead of the previously granted 515 (197 units were constructed) housing units is conceptually sound as it is being made in response to residential market demands that exist in Amherst.

D) THERE ARE ADEQUATE SERVICES AND UTILITIES AVAILABLE OR PROPOSED TO BE MADE AVAILABLE IN THE CONSTRUCTION OF THE DEVELOPMENT.

All services and utilities are or will be available and adequate at the subject location.

E) THE PROPOSED DEVELOPMENT PLAN IS CONSISTENT WITH THE TOWN COMPREHENSIVE PLAN.

The Comprehensive Plan identifies this site as appropriate for Recreation, Open Space & Greenways. The proposed development is required to follow the program summarized in the current approved Certification of Amended Findings Statement for Muir Woods, summarized below for which this action is intended to amend the allowable land use on Site 'B' below. The request is consistent with the comprehensive plan.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Honorable Town Board

Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B; property located at 770 John James Audubon Parkway
Agenda of July 27, 2026

Development Site		Land Use	Maximum Developed Area	Development Program
Site A (50 Dodge Road)		Mixed-Use including mixed-use buildings, climate-controlled storage building and residential buildings	17.42 acres	Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft., one-four story climate controlled storage building with a maximum footprint of 35,000 sq. ft.; one-family and two-family attached and detached townhomes and maximum height of 35 ft. The overall maximum allowed residential density on Site A is 258 units.
Site B (Option 1)		Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)		Residential/ Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)
Site B (Option 3)		Residential - Student housing	46 acres	Maximum of 515 student housing units
Sites C and D		Residential	37 acres	133 lot residential subdivision consisting of detached single-family homes on individual lots pursuant to the Map Cover filed at the Erie County Clerk's Office on July 24, 2018.

SEQR

EAF completed; Type I action. Lead Agency was established at the land use reclassification stage. The SEQR process included preparation of a DEIS, FEIS and culminated in the Town Board's issuance of a SEQR Findings Statement on December 17, 2007. A letter to re-establish Lead Agency for review of this proposed amendment to the Findings Statement was sent on February 27, 2026, to involved and interested agencies, with no objection received to date.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Honorable Town Board

Request to Amend the SEQR Certification of Findings for 17.13± acres of land at "Muir Woods," Site B; property located at 770 John James Audubon Parkway
Agenda of July 27, 2026

RECOMMENDATION

The Planning Board at their meetings of April 16 and June 18, 2026, held a public hearing on the subject request to Amend the SEQR Certification of Findings for "Muir Woods - Site B" for 17.13± acres of land and recommended on June 18, 2026 that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment. The Planning Board also recommended on June 18, 2026 that the subject request to Amend the SEQR Certification of Findings "Muir Woods - Site B" for 17.13± acres of land clarifying the provision for the NFTA light rail corridor and terminus on site "B" as stipulated in section 8G paragraph 4 on page 13 and to include option 4 which will permit a 197-unit student housing development on the western portion of Site B (775 John James Audubon Parkway) and 160 single-family townhome residences on the eastern portion of Site B (770 John James Audubon Parkway), and require that each townhome unit shall be provided with two (2) parking spaces.be approved subject to the following condition:

1. Petitioner shall be required to submit drafts of all required easements pursuant to project approvals issued for Site B of the Muir Woods Project to the Planning Department and Town Attorney's Office for review and approval of the content and form prior to the Town Board issuing a decision on the request to amend the Findings Statement. All required easements shall be recorded at the Erie County Clerk's Office by Petitioner prior to the Town Board issuing a decision on the request to amend the Findings Statement and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office.

The Planning Department requests that if the Town Board desires to act on the request to Amend the SEQR Certification of Findings for "Muir Woods Site B", that a decision date be established after the public hearing so that the Planning Department can prepare a determination of environmental significance pursuant to SEQR, and prepare a resolution for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
Common/Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-09_F_Town_Board_Letter_09202024.docx
cc: Steve Bengart, Town Attorney
Planning Board Recommendation to Approve – June 18, 2026
Ayes: 6, Noes: 0, Absent 1 (Raffaele)

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

DRAFT (6/18/26)
TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF AMENDED FINDINGS
Z-2002-09_F

PETITIONER

770 JJAP, LLC
Erik Wagner
770 JJAP, LLC
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

PROPERTY LOCATION

770 John James Audubon Parkway

JUN 25 2026 AM8

WHEREAS the Town of Amherst Planning Board on Thursday, June 18, 2026, held a public hearing on a request to amend the SEQR Certification of Amended Findings for "Muir Woods Site B", and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the Amendments have been referred to the various Town and County and State review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

WHEREAS the Planning Board finds that:

A. The proposed request meets the intent and objectives of a New Community District as expressed in Subsection 1-1.1.

B. The proposed request meets all the requirements of Section 5-2-3 through 5-2-6.

C. The proposed request is conceptually sound in that it meets present and future community needs.

D. There are or will be adequate services and utilities available or proposed to be made available in the construction of the development.

E. The proposed amendments to the SEQR Certification of Findings, Declaration of Restrictions and the Audubon Development Plan are consistent with the Town Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends that the Town Board determine that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment, and

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

DRAFT (6/18/26)
TOWN OF AMHERST
PLANNING BOARD
AMEND THE SEQR CERTIFICATION OF AMENDED FINDINGS
Z-2002-09_F

PETITIONER	PROPERTY LOCATION
770 JJAP, LLC	770 John James Audubon Parkway

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Board, in JUN 25 2026 AMB accordance with Section 8-15-2 of the Zoning Ordinance offers a positive report and recommends Town Board approval of the request to amend the allowable uses on Site 'B' in the SEQR Certification of Amended Findings for the "Muir Woods" development to include option 4 which will permit a 197-unit student housing development on the western portion of Site B (775 John James Audubon Parkway) and 160 single-family townhome residences on the eastern portion of Site B (770 John James Audubon Parkway), and require that each townhome unit shall be provided with two (2) parking spaces.

1. Petitioner shall be required to submit drafts of all required easements pursuant to project approvals issued for Site B of the Muir Woods Project to the Planning Department and Town Attorney's Office for review and approval of the content and form prior to the Town Board issuing a decision on the request to amend the Findings Statement. All required easements shall be recorded at the Erie County Clerk's Office by Petitioner prior to the Town Board issuing a decision on the request to amend the Findings Statement and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 18, 2026; moved by Penberthy; seconded by O'Rourke; ayes 6; noes 0; absent 1 (Raffaele).

Michael J. Chmiel, Planning Board Chair

6/25/26
Date

SM/ac
Common/Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-09_F_resolution_061826.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Erik Wagner, Ciminelli Real Estate, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Marc Romanowski, Esq., 1600 Liberty Building, 424 Main Street, Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Rupp Pfalzgraf LLC
People at law

1600 Liberty Building, 424 Main Street, Buffalo, New York 14202
P 716.854.3400 www.RuppPfalzgraf.com

MARC A. ROMANOWSKI
Romanowski@RuppPfalzgraf.com

May 22, 2026

Via E-Mail and Hand Delivery

Town of Amherst Town Board
5583 Main Street
Williamsville, New York 14221
ATTN: Daniel Ulatowski, Code Enforcement Officer

Re: Revised Proposed Amendment to Finding Statement of
770 John James Audubon Parkway, Amherst, New York
14072

Ladies and Gentlemen:

On behalf of 770 JJAP LLC, (the "Applicant"), we are submitting this Letter of Intent along with the enclosed documentation for amending the previous Finding Statement approved by the Town Board for the Property known as 770 John James Audubon Parkway, Amherst, New York (SBL No. 41.05-3-9) (the "Property") pursuant to the Town of Amherst Zoning Code ("Code") Chapter 203-15-14.

Exhibits

The documentation being submitted with this Letter of Intent consists of the following:

Exhibit "A" – Site B "East" Development Plan

Exhibit "B" - Boundary Survey of Property and Legal Description

Exhibit "C" - Existing Zoning Map

Exhibit "D" – Prior SEQRA Finding Statement

Exhibit "E" – Site B "West" Approved Development Plan

Exhibit "F" - Completed Full Environmental Assessment Form ("FEAF") prepared pursuant to the State Environmental Quality Review Act ("SEQRA")

Exhibit "G" - Application for Change of Conditions to Zoning Approval

*The Application fees are enclosed with the original copies of this Letter of Intent.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

I. PROJECT DETAILS

Requestor:	770 JJAP LLC 50 Fountain Plaza, Suite 500 Buffalo, NY 14202
Contact:	Marc Romanowski, Esq. Rupp Pfalzgraf LLC Buffalo, New York 14202 Tel: 716-854-3400 Email: romanowski@RuppPfalzgraf.com
Project Location:	770 John James Audubon Parkway Amherst, New York 14228
Parcel ID No. Of Property:	41.05-3-9
Landowner:	770 JJAP LLC 50 Fountain Plaza, Suite 500 Buffalo, NY 14202
Zoning District:	New Community District – General Commercial ("NCD-GC")

II. PROJECT DESCRIPTION

The Property is part of the 326-acre Muir Woods Development Plan, a long-standing, comprehensively reviewed initiative before both the Town Board and Planning Board over the past several years. Together with 775 John James Audubon Parkway, Amherst, New York, it comprises what is commonly referred to as "Site B" of the plan. In its most recent Amended Finding Statement issued on October 15, 2024 (Amended Finding Statement No. 51 & 77, which is attached hereto as **Exhibit "D"**), the Town evaluated multiple development scenarios for the overall Site B. Since then, the western portion of Site B (775 John James Audobon Audubon Parkway, Amherst, New York) has been successfully developed with 197 student housing units, demonstrating the viability and compatibility of residential uses on the corridor.

The subject Property remains undeveloped at this time and the Applicant now proposes a residential community consisting of 160 townhome units as shown in **Exhibit "A"** attached. Due to previous conditions placed upon the Property from the Amended Finding Statement No. 51 & 77, the Amended Finding Statement must be amended to allow for a fourth option to allow the development of a 160 townhome development on this part of the Property.

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Importantly, the current proposal represents a significant reduction from prior development scenarios already reviewed and contemplated by the Town in Amended Finding Statement No. 51 & 77. Under Option 2 of the Amended Finding Statement, the Town previously considered a plan allowing 192 residential units on this portion of Site B. The Applicant now proposes only 160 units, well below the density threshold analyzed and accepted by the Town. Similarly, on the western portion of Site B, the completed Aspen Heights project aligns with the Town's review under Option 3, which contemplated up to 515 student housing units on Site B as a whole. The existing 197-unit development is substantially below that cap and complements the balanced residential character emerging in the area.

The proposed townhouse community is entirely consistent with the Town's established planning objectives (as discussed further below), the surrounding residential context, the development intensities, and environmental impact already evaluated under SEQRA. Approving the requested amending of the previous Finding Statement will advance a coherent land-use pattern and support needed housing diversity in the Town.

III. CODE ANALYSIS

As the Property has already had a Finding Statement issued regarding restrictions on its use and the property falls within the Audubon Development Area, the Planning Board must review and the Town Board must amend its previous Finding Statement to allow the current proposed use. We provide the applicable Code provisions for approval of an amended plan along with our responses thereto below:

8-1-1 (B) Powers and Duties of Town Board. he Town Board shall be responsible for final action regarding the following:

(3) Amendments to the Audubon Development Plan;

8-1-2 Power and Duties. Power and Duties. The Planning Board shall have the following powers and duties.

(1) Review Authority. The Planning Board shall be responsible for reviewing and making recommendations regarding the following:

(c) Amendments to the Audubon Development Plan;

8-2-3 (C) *Required Hearing. A public hearing shall be required for development review as shown in the table below.*

Applications for Approval	ZBA	Planning Board	Town Board
Amendment, Map (Rezoning)		✓	✓
Amendment, Text		✓	✓
Audubon Plan Amendment		✓	✓

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RESPONSE: Because the previous development options were limited according to Amended Finding Statement No. 51, we would need the Planning Board to review the proposed amendment and the Town Board to amend the previous limitations and add a separate use, Option 4, to allow for a combination of Option 2 and Option 3 that were previously approved. The current layout of Site B is 197 Student Housing units on the West Side of Site B (which has already been built and are currently in use), see **Exhibit "E".** The Applicant is proposing to construct 160 single-family units on the East Side of Site B.

The original restrictions called for either 197 Single-family units on the West Side of Site B (the Property subject to this request), and commercial development on the West Side of Site B under Option 2 or 515 student units on the entirety of Site B under Option 3. The Applicant is seeking a simple modification to the options outlined in the previous Finding Statement to combined two of the approved uses, which would be substantially under the original anticipated number or units as originally planned.

We therefore seek approval from the Town Board of amendment of the Finding Statement to allow for an Option 4 to be added which would allow 197-unit student housing development on the West Side of Site B and 160 single-family residence on the East Side of Site B.

IV. TOWN OF AMHERST NEW COMMUNITY DISTRICT GOALS

The New Community District is a recently established overlay district intended to provide flexibility for new development and support targeted growth within the Town. As outlined in Section 5-2-2 of the Town of Amherst Zoning Code, the proposed site plan meets several key objectives of the district, including:

- **Offering diverse housing options**, with the project classified as Mixed Residential under the Town's Comprehensive Plan.
- **Enhancing open space and recreational amenities**, including improvements to the Amherst Bike Path segment located on the Property.
- **Protecting natural features** by designing the project to avoid wetlands and minimize impacts on adjacent waterways and creeks.
- **Improving multimodal safety**, as the development will connect to the John James Boulevard extension, providing safe and efficient access to I-990 and surrounding arterial roads.

Additionally, this application is mindful of the Town's Bicentennial Comprehensive Plan and its goals for development in the Town of Amherst. The proposed use fits squarely within the Comprehensive Plan and relevant sections aet forth below for the Board' Consideration:

3.3.7 Recreation and Open Spaces

The goal of the Town is to have open space linkage opportunities. This Property has a portion of the Amherst bike path on it which will be redone and coordinated into the design of the

final project. There is a large property to the north of the subject Property that is part of the overall Muir Woods Project that is intended to remain open and natural space allowing enjoyment by the residents of the Property as well as bike path users.

3.3.1 Residential Uses

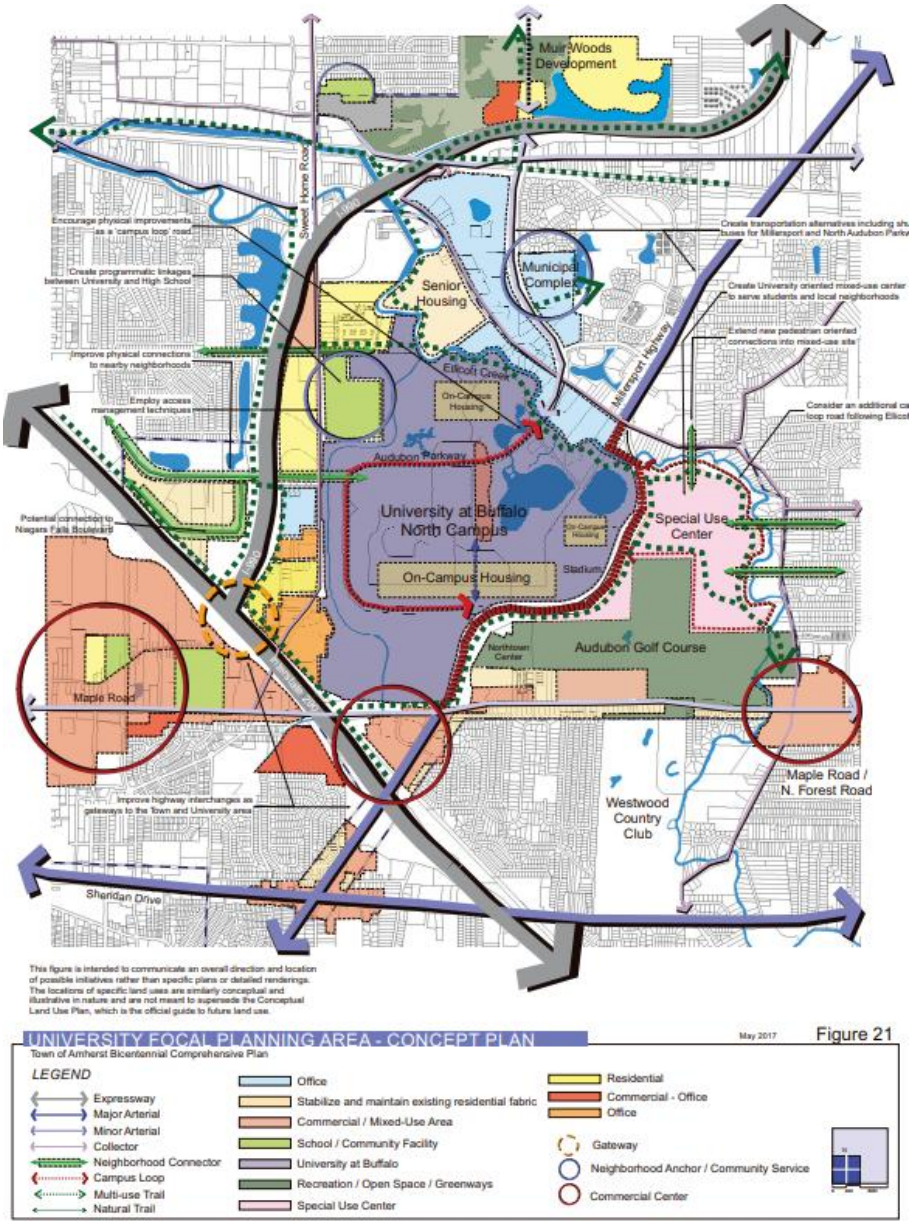
The Town has historically emphasized low-density, single-family residential development. At the same time, the community's housing needs have evolved, with increasing demand for higher-density options that serve retirees, empty nesters, single-person households, and others seeking smaller, more flexible living arrangements. The proposed project meets the Town's Mixed Residential classification at approximately 9.3 units per acre, consistent with the Town's planning framework for moderate-density neighborhoods.

Mixed Residential development is most appropriate in transitional areas between commercial and residential uses and in locations served by collector or arterial roadways. The Property satisfies these criteria, positioned along the extension of John James Audobon Parkway and directly adjacent to Interstate 990. For these reasons, the proposed residential use aligns with the Town's planning objectives and supports a balanced housing mix within the community.

10.3 University Design Analysis, Concept Plan and Strategies

The University at Buffalo – North Campus is a major staple of the Town of Amherst. Therefore, the Town has developed the University Focal Planning Area which is an area surrounding the University of Buffalo and intended to complement the University and provide vital connection between the University and surrounding areas. As noted in the Comprehensive Plan, John James Audubon Parkway is a main link into the University at Buffalo – North Campus. As shown in Figure 21 of the Town of Amherst Comprehensive Plan, it shows the Muir Woods Development along with the subject Property. As shown on the Figure, according to the Comprehensive Plan, it was intended for the subject Property to be residential in nature, which is the intent of the Applicant herein. Amending the current Finding Statement to allow the construction of the 160 single-family residential units would not change the nature of the current neighborhood and would certainly comply with the thought process shown in the Town of Amherst Comprehensive Plan.

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V. STATE ENVIRONMENTAL QUALITY REVIEW ACT "SEQRA"

Article 8 of New York Environmental Conservation Law and 6 NYCRR Part 617 (collectively, "SEQRA") requires state and local government agencies to consider environmental impacts of proposed actions during discretionary decision-making. The Town has made previous made determinations with regard to SEQRA in the previous Amended Finding Statement No. 51 & 77. The current proposed project would be substantially under the original development proposed and approved by the Town Board. However, to provide a thorough analysis of the Project to ensure that this zoning change and current proposed project would not cause any additional environmental impacts, the Applicant has prepared Part I the Full Environmental Assessment Form ("FEAF"), which is attached hereto as Exhibit "F".

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

VI. CONCLUSION

The proposed action of amending the previous Finding Statement is both consistent and appropriate with the Town of Amherst's long-term planning objectives, previous environmental determinations and policies regarding the Audubon Development Area. The requested amendment and addition of an Option 4 to the Finding Statement is a logical refinement of the previously approved development scenarios. The proposed 160-unit townhome community on the eastern portion of Site B complements the already completed 197-unit student housing project on the western portion and remains well within the development intensities already studied and accepted by the Town under SEQRA.

Accordingly, the Applicant respectfully requests that the Planning Board recommends, and the Town Board approves, the proposed amendment to the existing Finding Statement to allow the addition of Option 4, thereby authorizing the residential use described herein.

Please feel free to contact me at 716-854-3400 or via email at romanowski@RuppPflazgraf.com if you have any questions regarding this Letter of Intent, the enclosed project documentation, or the proposed amendment to the Finding Statement.

Respectfully yours,



Marc A. Romanowski,Esq.

Encs.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

EXHIBIT A

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

© CARMINA WOOD DESIGN

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No. 24-xxx

Townhome Development
John James Audubon Parkway
Amherst, New York

CARMINAWOOD
DESIGN
Buffalo | Utica | Greensboro

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EXHIBIT B

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

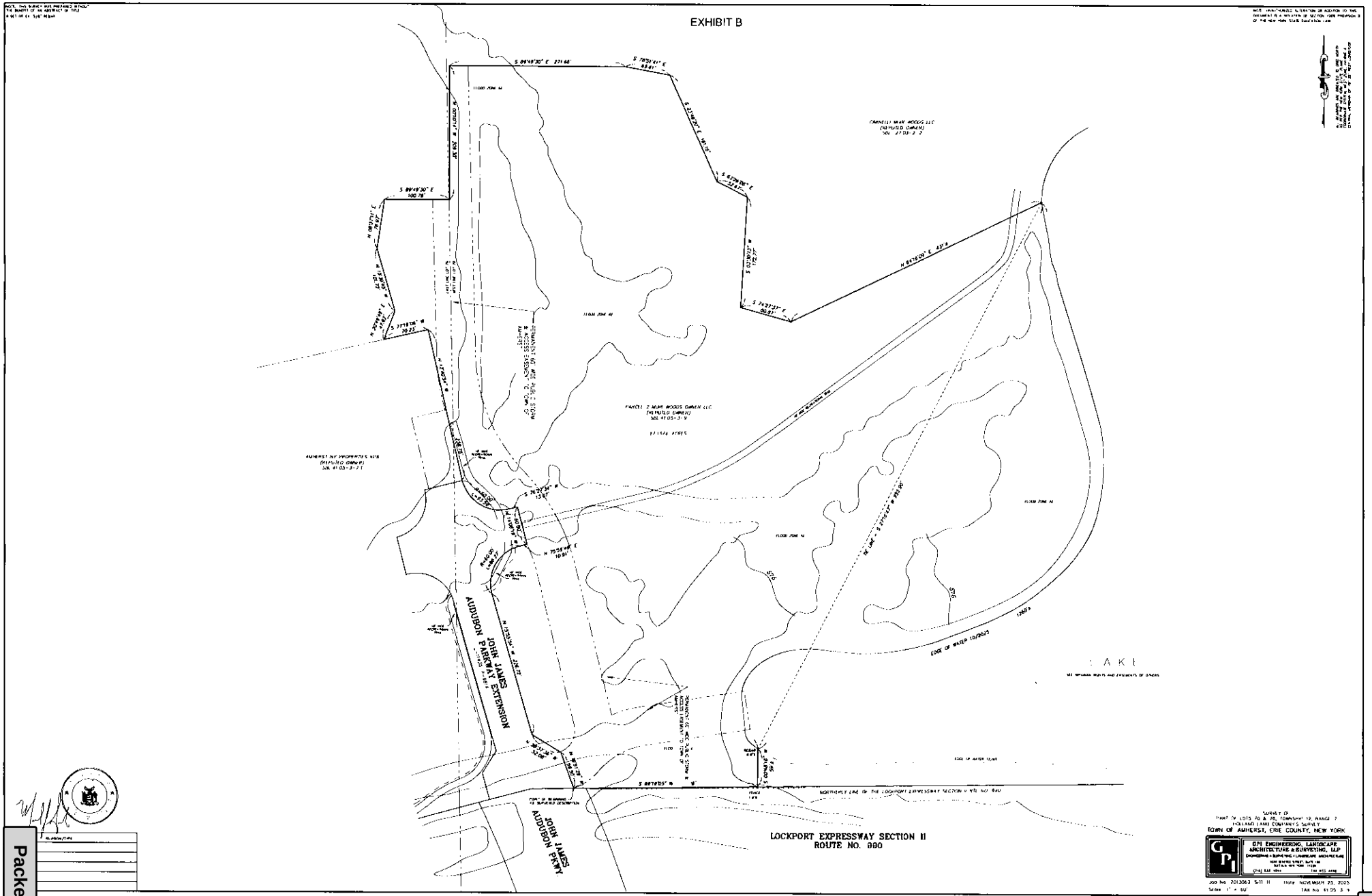

EXHIBIT B
JOHN JAMES AUDUBON PARKWAY EXTENSION
JOHN JAMES AUDUBON PKWY.
LOCKPORT EXPRESSWAY SECTION II
ROUTE NO. 990
EDGE OF WATER 10/2025
NORTHERLY LINE OF THE LOCKPORT EXPRESSWAY SECTION II NYS RTE 990
SURVEY OF
PART OF LOTS 50 & 78, TOWNSHIP 12, RANGE 7
HOLLAND LAND COMPANY'S SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK
GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
NOVEMBER 25, 2025

Exhibit B - Legal Description

JOB NO. 2013062 SITE B - PARCEL 2
NOVEMBER 25, 2025

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point on the northerly line of Lockport Expressway Section II, said point being the southeast corner of John James Audubon Parkway Extension described in a deed filed in the Erie County Clerk's Office in liber 11435 of deeds at page 9814;

THENCE: northwesterly along the easterly boundary of John James Audubon Parkway Extension the following eight (8) courses and distances:

1) N-19°-51'-29"-W along the easterly boundary of John James Audubon Parkway Extension, a distance of 59.50 feet to
2) N-58°-37'-36"-W, a distance of 52.08 feet to a point;
3) N-15°-55'-54"-W, a distance of 226.72 feet to a point of curvature;
4) Northwesterly, northerly, and northeasterly along a curve to the right having a radius of 60.00 feet an arc distance of 96.27 feet to a point of tangency;
5) N-75°-59'-49"-E, a distance of 10.91 feet to a point;
6) N-14°-08'-19"-W, a distance of 60.00 feet to a point;
7) S-76°-27'-34"-W, a distance of 13.07 feet to a point of curvature;
8) Southwesterly, westerly, and northwesterly along a curve to the right having a radius of 60.00 feet an arc distance of 93.59 feet to a point of tangency;

THENCE: N-12°-40'-54"-W, a distance of 239.78 feet to a point;

THENCE: S-77°-19'-06"-W, a distance of 70.23 feet to a point;

THENCE: N-20°-49'-49"-E, a distance of 47.62 feet to a point;

THENCE: N-15°-39'-45"-W, a distance of 101.72 feet to a point;

THENCE: N-08°-37'-11"-E, a distance of 76.97 feet to a point;

THENCE: S-89°-49'-30"-E, a distance of 100.76 feet to a point;

THENCE: N-00°-10'-14"-W, a distance of 209.30 feet to a point;

THENCE: S-89°-49'-30"-E, a distance of 271.66 feet to a point;

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THENCE: S-78°-51'-41"-E, a distance of 69.61 feet to a point;

THENCE: S-23°-46'-20"-E, a distance of 181.16 feet to a point;

THENCE: S-63°-26'-06"-E, a distance of 52.67 feet to a point;

THENCE: S-03°-30'-13"-W, a distance of 172.77 feet to a point;

THENCE: S-74°-27'-37"-E, a distance of 80.87 feet to a point;

THENCE: N-64°-16'-09"-E, a distance of 431± feet to the water's edge of an existing lake;

THENCE: Southerly along a water's edge a distance of 1260± feet to a point, having a tie bearing of S-27°-16'-47"-W and a tie distance of 955.90 feet to a point;

THENCE: S-00°-48'-16"-W, a distance of 59± feet to northerly line of Lockport Expressway Section II;

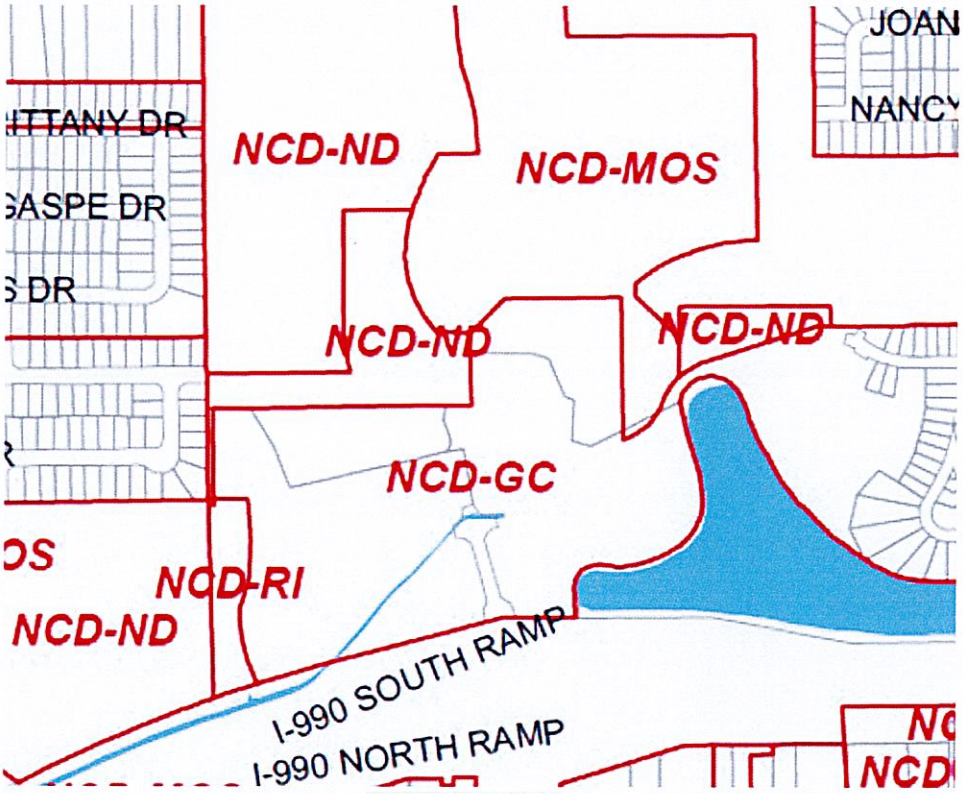
THENCE: S-89°-19'-05" W, along the said northerly line of Lockport Expressway Section II, a distance of 283.28 feet to the POINT OR PLACE OF BEGINNING.

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EXHIBIT C

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

EXHIBIT C- Existing Zoning Map



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EXHIBIT D

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

AMENDMENT #51 & #77 TO THE AUDUBON DEVELOPMENT PLAN
TO RECLASSIFY A PORTION OF 326± ACRES OF LAND
FROM NCD-ND & NCD-MOS to NCD-GC, NCD-RI NCD-MOS & NCD-LC
50 Dodge Road, 770 & 775 John James Audubon Parkway and The "Preserve at Muir Woods"
subdivision (formerly1081 & 1121 North French Road)
(Z-9-02)

CERTIFICATION OF AMENDED FINDINGS

Having considered the Draft and Final Generic EIS documents, and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Amended Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;

2. Consistent with the social, economic and other essential considerations from among the reasonable alternatives thereto, the action approved is one which minimizes or avoids adverse environmental effects to the maximum extent practicable; including the effects disclosed in the Generic Environmental Impact Statements, and the Application to Amend the Findings Statement, and

3. Consistent with social, economic and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the Environmental Impact Statement process and the Second Application to Amend the Findings Statement will be minimized or avoided by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

TOWN OF AMHERST
Name of Agency

Signature of Responsible Official

BRIAN J. KULPA
Name of Responsible Official

TOWN SUPERVISOR
Title of Responsible Official

October 15, 2024
Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

PROJECT HISTORY

Following the April 16, 2004 submittal of a Draft Generic Environmental Impact Statement (DGEIS) prepared by Ciminelli Development Company, Inc., the DGEIS was accepted by the Town Board on September 7, 2004. The DGEIS was submitted for the proposed rezoning from NCD-ND & NCD-MOS to NCD-GC, NCD-RI & NCD-MOS and development of 326± acres of land located at1081 & 1121 North French Road. On October 28, 2004, the Planning Board held a public hearing on the DGEIS and rezoning request and recommended approval of the subject petition. Subsequently, a public hearing on the DGEIS and rezoning request was held by the Town Board on March 2, 2005. A Final Generic Environmental Impact Statement (FGEIS) was accepted by the Town Board on November 5, 2007, and a Notice of Completion of the FGEIS was filed on November 14, 2007; and

The Planning Board and the Town Board have considered the content of the DGEIS, the FGEIS, and all other documents and comments and submissions made during and after the hearings.

On February 18, 2014, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The Planning Board held a public hearing on the Application during its meeting on March 14, 2014 and it recommended approval of the Application. On June 16, 2014, the Town Board held a public hearing on the Application but did not issue a decision on the Application.

On August 17, 2015, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan for the purpose of modifying the Application filed on February18, 2014.

The Planning Board held a public hearing on the Amended Application during its meeting on September 17, 2015 and the Planning Board recommended in favor of the Application. On November 16, 2015, the Town Board held a public hearing on the Application. On December 7, 2015, the Town Board voted to issue an Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the comprehensive environmental review of the Project that concluded with the original issuance of a Findings Statement on December 17, 2007.

The Planning Board conducted a coordinated environmental review of the development of Sites C and D of the overall Project Site as a 133 lot residential subdivision. On September 14, 2017, the Planning Board issued a negative declaration pursuant to SEQRA for the subdivision based on its determination that the subdivision would not result in any potentially significant adverse environmental impacts.

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On April 15, 2019, the Project Sponsor submitted an Application to Amend the Findings Statement and Audubon Development Plan along with supporting documentation. The requested amendment of the Findings Statement issued by the Town Board on December 17, 2017 was to allow student housing to be developed on Site B of the overall Muir Woods Project Site ("Application to Amend the Findings Statement"). The Planning Board held public hearings on the Application to Amend the Findings Statement during its meeting on May 16, 2019 and June 20, 2019 it adopted a resolution recommended approval of the Application to Amend the Findings Statement during its meeting on June 20, 2019.

On August 5, 2019, the Town Board held a public hearing on the Application to Amend the Findings Statement. On August 5, 2019, the Town Board voted three to one to amend the Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007 and the issuance of an Amended Findings Statement on December 7, 2015.

On June 24, 2020, the Project Sponsor submitted an Application to Amend the Findings Statement issued by the Town Board on December 17, 2017 and to Amend the Comprehensive Plan for Site A of the Muir Woods Project to allow a mixed-use project to be developed on Site A of the overall Muir Woods Project Site (hereinafter collectively the "Application to Amend the Findings Statement"). The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 20, 2020 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

On October 6, 2020, the Town Board held a public hearing on the Application to Amend the Findings Statement. On October 19, 2020, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019.

On July 7, 2021, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on October 19, 2020 in order to seek to increase the allowable residential density from 202 units to 258 units. The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 19, 2021 and at the same meeting adopted a resolution recommending approval of the Application to Amend the Findings Statement by the Town Board.

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On September 27 2021, the Town Board held a public hearing on the Application to Amend the Findings Statement. On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

On June 24, 2024, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on September 27, 2021 in order to modify the allowable uses on Site A of the overall Muir Woods Project Site [50 Dodge Road] to include a four-story climate controlled storage building and also to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On August 14, 2024, Sawyers Landing LLC amend the Application referred to in the preceding paragraph to include a request to amend a Declaration of Restrictions recorded at the Erie County Clerk's Office on June 18, 2018 at Liber 11330 of Deeds at Page 8243.

The Planning Board held a public hearing on the Application to Amend the Findings Statement during its meeting on August 27, 2024 and adopted a resolution recommending that the Town Board approve the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On September 3, 2024, the Town Board held a public hearing on the Application to Amend the Findings Statement and to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On October 15, 2024, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to mixed-use project at 50 Dodge Road will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of an Amended Findings Statement pursuant to SEQRA on September 27, 2021.

On October 15, 2024, the Town Board adopted a resolution to approve the reclassification of 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC and to approve the amendment of a Declaration of Restrictions.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

1. These Amended Findings set forth specific conditions and criteria consistent with 6 NYCRR Sections 617.7, 617.9, 617.11, and 617.12 under which the site plan process can proceed. This process provides procedures to supplement the FGEIS if necessary and for public notice and opportunity to participate in hearings before the Town Planning Board before it approves a site plan. An Environmental

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Assessment Form will be required with site plan application for environmental review. If the proposed development does not conform with these Amended Findings, a Supplemental Findings Statement, a supplement to the FGEIS, or a Negative Declaration shall be prepared to comply with 6 NYCRR Section 617.9.

2. The proposed mixed-use, student housing and residential development as presented in the FGEIS and the Application to Amend the Findings Statement submitted to the Planning Department on June 24, 2024 is consistent with the intent and objectives of the Zoning Ordinance.

3. Adequate services and utilities must be available prior to occupancy. Review and approval of services and utilities by the Town agencies will be required for site plan approval.

4. Development will be consistent with all other applicable laws, rules and regulations.

5. As provided in 6NYCRR Part 617.10, the Town Board chose to require the preparation of a draft Generic Environmental Impact Statement (DGEIS) instead of a draft Environmental Impact Statement (DEIS) for this project. This decision was based on the scope and timetable of the development described by the Project Sponsor and depicted in the Conceptual Master Plan, which showed a multi-use development on 330± acres of land, to be built out over a 15-20 year period. The Board's decision is also based on the following reasons:

   - A DGEIS provides a lead agency with the framework for properly evaluating a conceptual master plan while identifying the important elements of the environmental setting associated with the project site. A DGEIS assesses a broad scope of a group of actions or a combination of effects from a single action.
   - The utilization of a DGEIS provides the Town Board with the authority to establish specific criteria and thresholds by which future actions such as site plan and subdivision applications will be reviewed, including requirements for ensuring subsequent compliance with SEQR.
   - The Town Board's decision to require the Project Sponsor to prepare a DGEIS acknowledges that the specific layout and appearance of the development cannot be determined at this time but rather will be decided over a period of several years and subject to market demands, and the development of the project will occur in stages.
   - The SEQR regulations state that a DGEIS is appropriate for a series or sequence of separate actions and/or projects that have wide application or restrict the range of future alternative policies.
   - The Town Board's utilization of a DGEIS affords it the opportunity to evaluate a broad range of anticipated impacts, and it also ensures that related actions will not be segmented in order to avoid the required analysis of the proposed development of the overall project site.

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6. By the time the Findings Statement was issued by the Town Board on December 17, 2007, the proposed Muir Woods development had been significantly revised since its initial submittal in 2002, resulting in a reduction in the commercial/office component of the project from 1.8± million sq. ft. to 700,000± sq. ft. and in the residential component from 200± units to 136± units. These changes were made in response to the NYS Department of Environmental Conservation, the U.S. Army Corps of Engineers and the public to minimize impacts to wetland areas to the greatest extent possible.

Following the issuance of the Findings Statement by the Town Board on December 17, 2007, the Project Sponsor obtained the required wetland permits from the New York State Department of Environmental Conservation and the United State Army Corps of Engineers. In an effort to address current market needs while maintaining the intent of the project site New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement in February of 2014 to expand the range of uses within Site B of the project site to specifically allow for multi-family housing in addition to the previously approved office/retail development.

Based on input received during the review of the Application to Amend the Findings Statement to allow for multi-family housing on Site B, the Project Sponsor submitted an Amended Application to Amend the Findings Statement and Audubon Development Plan on August 17, 2015 for the purpose of modifying the Application filed on February18, 2014. The Amended Application proposed to modify the permitted use of the eastern portion of Site B, comprised of approximately 26 acres. Pursuant to the updated Application, the western portion of Site B comprised of approximately 20 acres would have remained designated for commercial office and retail development per the Finding Statement issued by the Town Board on December 17, 2007.

Subsequent to the issuance of an Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought the required approvals and permits for the development of Sites C and D of the Project Site as a 133 lot residential subdivision that includes a roadway connection to Campbell Boulevard on 520 Campbell Boulevard. The Planning Board thoroughly considered the potential adverse environmental impacts associated with the subdivision and issued a negative declaration pursuant to SEQR on September 14, 2017 based on its determination that the 133 lot residential subdivision on Sites C and D would not result in any potentially significant adverse environmental impacts. On September 14, 2017, the Planning Board granted Site Plan Approval for the subdivision, and on June 21, 2018 granted Final Plat Approval for the subdivision. A map cover for the approved 133 residential subdivision was filed with the Erie County Clerk's Office on July 24, 2018, and construction activities in furtherance of the construction of the subdivision began in the fall of 2018.

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Following the issuance of the Amended Findings Statement by the Town Board on December 7, 2015, the Project Sponsor sought and obtained extensions of the expiration dates of the wetland permits previously issued by the New York State Department of Environmental Conservation and the United States Army Corps of Engineers.

In an effort to allow student housing to be developed on Site B while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement on April 15, 2019. The Project Sponsor sought an Amendment of the Findings Statement to expand the range of uses within Site B of the project site to specifically allow for student housing in addition to the previously approved multifamily housing on the western 20± acres of Site B and the previously approved office/retail development on the eastern portion of Site B.

In an effort to allow a mixed-use project to be developed on Site A while maintaining the intent of the New Community District zoning, the Project Sponsor submitted an Application to Amend the Findings Statement and the adopted Comprehensive Plan on June 24, 2020. The Project Sponsor sought an Amendment of the Findings Statement to modify the land use category within Site A of the project site to replace the previously proposed 237,000 sq. ft. maximum Flex office/R&D use with a mixed-use development including 2 four-story mixed-use buildings along the Dodge Road frontage of Site A, 45 two-family townhomes and 2 six-unit single-story multifamily buildings. The Project Sponsor sought to amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use. In connection with the proposed mixed-use development of Site A, the Project Sponsor proposed to reduce previously approved impacts to the federal wetlands subject to the jurisdiction of the United States Army Corps of Engineers ("USACE") and also to the NYSDEC Freshwater Wetland and its regulated 100 ft. Adjacent Area.

On August 20, 2020, the Planning Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. The Planning Board adopted resolutions during its meeting on August 20, 2020 by unanimous votes recommending that the Town Board issue the Amended Findings Statement and amend the Comprehensive Plan to designate Site A as appropriate for Mixed Residential use.

On October 6, 2020, the Town Board held public hearings in connection with its review of the Application to Amend the Findings Statement and the Comprehensive Plan as filed by the Project Sponsor on June 24, 2020. On October 19, 2020, the Town Board adopted Resolution 2020-791 for the purpose of issuing an Amended Findings Statement to allow Site A of the Muir Woods Property to be developed as a mixed-use residential/commercial project instead of the previously proposed flex office/R&D buildings. Resolution 2020-791 as adopted by the Town Board on October 6, 2020 also authorized the acquisition of

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approximately 43 acres of Permanent Open Space via a donation by the property owner consisting of property to the west of Site B including the eastern portion of Site A consisting of approximately 9.81 acres of wetlands subject to the jurisdiction of both the NYSDEC and USACE. During its meeting on October 19, 2020, the Town Board also adopted Resolution 2020-792 for the purpose of approving an amendment to the Comprehensive Plan to designate Site A as appropriate for a mixed-use residential/commercial use instead of the previously proposed flex office/R&D buildings

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-1422-00398/0001] authorizing the impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property, in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.09 acres of federal wetlands, which was a reduction of 6.92 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

On July 7, 2021, Sawyers Landing LLC filed an Application to Amend the Findings Statement to accommodate an increase of the allowable density of the residential component of the mixed-use project on Site A from 202 units to 258 units.

On September 27 2021, the Town Board voted to issue the Amended Findings Statement based on its determination that the potential modifications to the Muir Woods Project will not result in any potentially significant adverse environmental impacts that were not thoroughly evaluated in connection with the previous comprehensive environmental review of the Project that concluded with the issuance of a Findings Statement on December 7, 2007, and the issuance of an Amended Findings Statements on December 7, 2015 and August 5, 2019 and October 19, 2020.

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On June 24, 2024, Sawyers Landing LLC submitted an Application to Amend the Findings Statement issued by the Town Board on September 27, 2021 in order to modify the allowable uses on Site A of the overall Muir Woods Project Site [50 Dodge Road] to include a four-story climate controlled storage building and also to reclassify 13.452 acres of 50 Dodge Road from NCD-RI to NCD-LC.

On August 14, 2024, Sawyers Landing LLC amend the Application referred to in the preceding paragraph to include a request to amend a Declaration of Restrictions recorded at the Erie County Clerk's Office on June 18, 2018 at Liber 11330 of Deeds at Page 8243.

On September 27, 2024, the Town Board adopted Resolution No. 2021-818 for the purpose of approving the issuance of an Amended Findings Statement pursuant to SEQRA.

7. A Supplemental GEIS, an option that the SEQR regulations leaves to the discretion of the Lead Agency, was not required for this project due to the Town Board's decision that the reduction in the project described in #6, above did not meet the criteria set forth in 6NYCRR Part 617.9(a)(7). Although the changes proposed by the Project Sponsor reduced the development significantly, it was not determined that the amended project would encroach on any land not initially identified in the scope of the original development proposal. The project changes also did not result in newly discovered information, and would not result in any significant environmental impacts not addressed or inadequately addressed in the DGEIS.

8. Traffic and Transportation (FGEIS Section 2.1)

Site specific requirements shall be established by the Town, County and State, as appropriate, as development applications are reviewed. The developer shall be responsible for any traffic mitigation required for development of the project site.

The potential traffic impacts associated with the original project proposal were clearly analyzed and identified within the Traffic Impact Study prepared by Stantec Consulting Services, Inc. dated March 2003 and updated August of 2005 in association with the acceptance of the FGEIS.

The Amended Findings Statement issued by the Town Board on August 5, 2019 included the consideration of adding student housing to the authorized uses of Site B pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2007. The Project Sponsor submitted a Traffic Impact Study for the purpose of evaluating the potential traffic impacts of the development of Site B as a maximum of 515 student housing units. It was determined that the potential traffic impacts associated with student housing on Site B will be less than the potential traffic impacts of the development of Site B in its entirety as a maximum of 464,850 sq. ft. of commercial office and retail development pursuant to the Findings Statement issued by the Town Board on December 17, 2007.

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The Town Board, as Lead Agency, requires that the Project Sponsor comply with the following mitigation measures during the development of the project site:

A. Provision for Future Extension of John James Audubon Parkway to North French Road

The extension of John James Audubon Parkway through the project site and connecting to North French Road was proposed in the initial Concept Plan submitted for the Muir Woods project in 2002. This proposal was also incorporated into the DGEIS submitted to the Town in 2004. The connection was removed from the Concept Plan in response to the requirement from the NYS Department of Environmental Conservation to further reduce impacts to State and federal wetlands. The Town of Amherst may in the future be interested in the possibility of a future northerly extension of John James Audubon Parkway to North French Road while acknowledging such possible future extension would require approvals from both the NYS Department of Environmental Conservation and the United States Army Corps of Engineers.

The rationale for the road connection was found in several planning documents, both historical and recent:

- The Amherst Community Development Plan adopted by the Planning Board in 1975 includes the extension of the then-planned Lockport Expressway through the subject site as a future Minor Arterial road.
- A report prepared by NYSDOT in 1976 anticipated the extension of the John James Audubon Parkway and forecast its use by 1,950 vehicles per hour.
- The Amherst Bicentennial Comprehensive Plan, accepted by the Town Board in February 2004 and adopted by the Town Board in January 2007, identifies the "Audubon Parkway Extension" in the map showing the Future Thoroughfare System.

The 30+ years of anticipating this roadway connection point to its significance in meeting the transportation goal of improving circulation within the Town and the role this connection would play in overall Town development. Given its importance, the Town Board is requiring that the future location of this connector be shown on site plans submitted for review, and that sufficient land be reserved by the Project Sponsor for the eventual connection to be constructed. The road construction and alignment will be subject to approval by the NYSDEC and the U.S. Army Corps of Engineers, as applicable.

B. Residential Connection to Lynette Lane

The residential component of the proposed Muir Woods development to occur on Sites C & D may have a direct road connection to Lynette Lane. There will be no direct roadway connection to Nancy Lane. Non-residential traffic will be discouraged from using Lynette Lane through the implementation of various

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traffic calming measures to be proposed during the site plan review process for the development of Sites C & D, subject to review of such traffic calming measures by the Town Traffic-Safety Board and Fire Chief's Association. These measures include:

1. The lack of direct sight lines for motorists to discourage non-residential traffic from utilizing Lynette Lane to access North French Road;
2. Curvilinear road design; and
3. Installation of signage posting the road for "resident and emergency traffic only" or other such measure to prohibit non-residential traffic from travelling on Lynette Lane and the proposed public roadways within the existing residential subdivision;

If a problem is determined to exist based on the Phase 2 traffic study, further measures to discourage traffic of prohibit cut-through traffic will be considered.

C. No Internal Roadway Connection to Dodge Road

The internal connector road within the Muir Woods development is not proposed to have a westerly connection to Dodge Road; the only direct vehicular connection to Dodge Road will be from the portion of the project located in the western portion of the project site (Site A). If warranted at some future time by a traffic analysis, a connection to Dodge Road may be made from the internal connector road if required permits for such a roadway connection can be obtained from the NYSDEC and the US Army Corps of Engineers.

D. Updated Traffic Impact Study

The Traffic Impact Study will be updated when any of three established thresholds are met:

1. Completion of Phase I development, defined as full build-out of Site B, or
2. prior to approval of any site plan in Site C or Site D or any direct or indirect connection to any of the Sites with Lynette Lane, or
3. when the number of combined vehicular trips entering and exiting the site during the AM weekday peak travel hour reaches 858 trips, or
4. when the number of combined vehicular trips entering and exiting the site during the PM weekday peak travel hour reaches 774 trips.

If actual conditions exceed projections, this will be reflected in the updated TIS to be prepared by the Project Sponsor, and the Project Sponsor may be required to implement traffic related mitigation measure sooner than expected.

Any mitigation measures, including off-site mitigation measures that are required as a result of the updated TIS, shall be the sole obligation of the Project Sponsor, if approved. Any off-site improvements, including the acquisition of private

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property required to make those improvements, shall be conditions of any site plan approval and treated as Public Improvement Permits (PIPs) for the purpose of final permitting. At no time shall the Town be required to make any off-site improvements or acquire private property, either by purchase or through its eminent domain powers, to mitigate the impact of this development project.

E. Alternate Access to Campbell Boulevard

During the original environmental review of the proposed project which concluded with the Town Board's issuance of a Findings Statement on December 17, 2007, the Project Sponsor attempted to seek a vehicular connection from the site to Campbell Boulevard through property located at 520 Campbell Boulevard which is owned by the Williamsville Central School District. The Town also participated in efforts to obtain access to Campbell Boulevard via this property. These attempts were not successful.

The Project Sponsor eventually was successful in acquiring 520 Campbell Boulevard from the Williamsville Central School District on December 5, 2017 and the approved 133 residential subdivision on Sites C and D includes a public roadway connection on 520 Campbell Boulevard to Campbell Boulevard.

F. Construction Vehicles

As part of the public comment period for the project, concerns were raised regarding the use of construction vehicles on existing residential streets in the adjacent Franklin Heights Subdivision to access the project site during project construction. In order to avoid the adverse environmental impacts associated with construction vehicles, existing residential streets shall not be utilized by construction vehicles to access the project site. The infrastructure to be constructed for the project shall be appropriately sequenced so that construction vehicles can access the site via the northerly extension of John James Audubon Parkway and Doge Road only.

Any future builder, owner or developer who purchases lots for development within Site C & D shall be prohibited from using Lynette Lane as a means of access for construction vehicles. A deed restriction incorporating this restriction shall be a prerequisite of the sale of any lots within Sites C and D. and the Town shall be provided with a copy of the recorded deed restriction, which shall not be recorded at the Erie County Clerk's Office until the content and form of the deed restriction has been reviewed and approved by the Building Department and Town Attorney's Office.

On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of complying with the relevant portion of the Amended Findings Statement prohibiting construction vehicles from utilizing Lynette Lane for access by construction vehicles.

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G. Break in Access for Connection to Lockport Expressway (I-990)

The proposed northerly extension of John James Audubon Parkway as a Town roadway to provide access to the project site requires a break in access to the Lockport Expressway (I-990). The NYSDOT has been aware of this requirement since the initial petition by the Project Sponsor in 2002. Prior to the granting of the break in access, several conditions must be met, including completion of any required environmental compliance. Once completed and inspected, the Project Sponsor will be required to dedicate the northern extension of John James Audubon Parkway to the Town for permanent use as a public roadway to be dedicated to the Town of Amherst.

On May 20, 2019, the Town Board adopted a resolution stating the Town will serve as the applicant for the required Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst.

The Town filed an Application for Break-in-Access with the New York State Department of Transportation on August 21, 2019. The NYSDOT has not yet issued a decision on the pending request for Break-in-Access approval.

The Break-in-Access for the proposed northerly extension of John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst will result in numerous public benefits including, but not limited to, accommodating the potential future extension of the NFTA light rail and a terminus for such light rail on Site B, publicly accessible parking for a recreational trail that will cross the overall Muir Woods Project Site and connect to the Town's recreational trail (extending from Niagara Falls Boulevard to the trailhead near the intersection of North Forest Road and Maple Road), and a potential future extension of John James Audubon Parkway as a public roadway connecting to North French Road.

H. Traffic Mitigation Measures

Dodge Road / Project Site Roadway

Phase I development:

- Installation of a stop sign to the southbound (site driveway) approach
- Construction of one shared left-right turn lane for southbound site driveway approach

Full development:

- No additional improvements

John James Audubon Parkway / I-990 Ramps

Phase I development:
Upon the completion of Phase I development, (Phase I development defined in Section 8, Part D.1. of this Amended Findings Statement) the

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Project Sponsor shall be required to provide a current trip count Report for both the a.m. and p.m. peak travel hours. Subject to the findings of a warrant analysis prepared in accordance with appropriate traffic engineering standards as determined by the updated trip count Report and based on an analysis of the potential impacts upon existing Levels of Service at this intersection, the Project Sponsor may be required to work with the New York State Department of Transportation to provide the following mitigation measures:

- Installation of traffic signals, each with their own controller, at both the northbound and southbound I-990 to John James Audubon Parkway
- Installation of a wire connection between these two new signals and the existing traffic signal at John James Audubon Parkway and Dodge Road in order to coordinate all three traffic signals
- Widening of both the northbound and southbound I-990 off-ramps to provide one additional turning lane on each ramp approach to John James Audubon Parkway

Full development: If any of the thresholds identified in 'D' above are met, the following improvements will be evaluated and may be required:

- installation of a third lane to the northbound off-ramp in order to provide two left turn lanes and one right turn lane
- add a free-flow southbound right turn lane at the southbound ramp, including a second receiving lane on the ramp to merge to one lane prior to the I-990 mainline

Dodge Road / John James Audubon Parkway

Phase I development:

- Traffic signal timings will need to be adjusted periodically over time as warranted by changing travel patterns

Full development:

- Construction of a westbound right turn lane. It is anticipated that this improvement will be required when approximately 75% of the development is complete or when the number of westbound right turning vehicles from Dodge Road exceeds 300 vehicles per hour during the morning peak travel period.

North French Road / Sweet Home Road

Phase I development:

- Adjustments to traffic signal timing as travel patterns warrant modification

Full Development:

- Construction of an eastbound right turn lane. Traffic volumes turning right at this location currently exceed guidelines recommended in the

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Highway Capacity Manual for consideration of installing a separate right turn lane. While construction of this lane is currently warranted to address current existing traffic operations in the area, it will not be needed as a result of traffic to be generated by the proposed development of the project site until approximately 90% of the proposed development has been completed, since new traffic projected to be generated by the project will only add a few additional vehicular trips to this traffic movement.

- Modify signal timings during both the morning and evening peak hours, as necessary. Recent improvements to this intersection to provide protected phasing for the left turns will reduce the number of left turn accidents at this location. Additionally, future planned improvements to be implemented by Erie County will assist in further reductions in the number of accidents at this intersection.

North French Road / Campbell Boulevard

Phase I development

- Adjustments to traffic signal timing as travel patterns warrant modification

Full development:

- Add protected/permitted phasing for eastbound, northbound and southbound left turns when the traffic signal is upgraded in association with the improvement identified above.

North French Road / I-990 Ramps
Dodge Road / Sweet Home Road
Dodge Road / Campbell Boulevard

Phase I development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

North Forest Road / John James Audubon Parkway

Phase I and/or Full development:

- Add protected/permitted phasing for the southbound left turn movement when warranted
- Modify signal timings during both peak travel periods, as traffic patterns change

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North French Road / Lynette Lane

Phase I development:

Based on the most current Traffic Impact Study addressing the impact on Lynette Lane and its intersection with North French Road, Lynette Lane as currently constructed may not be adequate to support the traffic associated with full build-out of the proposed development plan. Consequently, the Project Sponsor acknowledges its potential obligation to make off-site improvements to Lynette Lane and its intersection with North French Road, should any site plan be approved. See Section 8.D of this Certification of Findings.

- If the updated TIS identifies traffic mitigation measures reasonably necessary to accommodate traffic from development of the project site, and such mitigation measures cannot be mitigated by the Project Sponsor, then the scope of the project may be limited.

Route 62 / East Robinson Road
Campbell Boulevard / Tonawanda Creek Road
Millersport Highway / Campbell Boulevard / Stahl Road

Phase I and Full development:

- Modify signal timings for both the morning and evening peak travel hours as traffic patterns change.

9. Wetland Issues (FGEIS Section 2.2)

The proposed Muir Woods project will result in permanent impacts to approximately 10.98 acres of State regulated wetlands (TE-22, TE-33 and TE-34), 13.46 acres of State regulated 100-foot wide wetland adjacent area, and 19.12 acres of federal wetlands. According to the Permit Transmittal Letter dated November 30, 2009, the NYSDEC has officially issued a Freshwater Wetlands Permit (Permit ID 9-1422-00398/00001) and Water Quality Certification (Permit ID 9-1422-00398/00002) for the permanent wetland impacts as identified.

On June 1, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00002) that applies to the development of Sites C and D as a 133 lot residential subdivision. On August 29, 2018, the NYSDEC issued a modification of Permit No. 9-1422-00398/00001 and Permit No. 9-1422-00398/00002 (Modification No. 1 of Permit No. 9-1422-00398/00001 and Modification No. 2 of Permit No. 9-1422-00398/00002"). On January 10, 2019, the NYSDEC issued Modification No. 3 of Permit No. Permit No. 9-1422-00398/00001 to extend the expiration date of the wetland permit to November 30, 2024.

On December 24, 2020, the New York State Department of Environmental Conservation ("NYSDEC") issued an Amended Wetland Permit [Permit No. 9-

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1422-00398/0001] authorizing impacts to NYSDEC Freshwater Wetlands and the associated regulated 100 ft. Adjacent Area in order to accommodate the mixed-use development of Site "A". The Amended Wetland Permit reduced the impacts to jurisdictional freshwater wetlands associated with the development of Site A from 9.46 acres to 1.2 acres and reduced the impacts with the development of Site A to the regulated 100 ft. wide adjacent area from 4.2 acres to 3.65 acres.

As a result of the Amended Wetland Permit issued by the NYSDEC on December 24, 2020, for the development of the Muir Woods Property will result in permanent impacts to approximately 2.39 acres of State regulated wetlands (TE-22, TE-23 and TE-34), and 11.38 acres of State regulated 100 foot wide wetland adjacent area. As mitigation for those impacts the Project Sponsor is required to create 19.58 acres of in-kind and out-of-kind wetlands on the overall Muir Woods Property in six areas, to replace the functions and benefits of the impacted wetlands. Additionally, there will be 4.3 acres of stream channel enhancement on-site as mitigation for State wetland regulated adjacent area impacts.

Additional wetland findings include the following:

- The project will not create a regulated 100-ft. wetland buffer area that crosses any property line adjacent to the project site. The on-site mitigation areas will be designed so that they will be located at least 100 ft. from neighboring properties.
- As mitigation for the impacts as identified, the project includes creation of of in-kind and out-of-kind wetland on-site, in several areas, to replace the functions and benefits of the impacted wetlands per the terms and conditions contained in the wetland permits issued by the NYSDEC.
- The development of the eastern portion of Site B for residential purposes, shall not include any owner occupied housing units within the State regulated wetland or the 100 ft. regulated Adjacent Area that do not involve oversight by either a homeowners or condominium association to ensure there will not be any impacts into the 100 ft. regulated wetland Adjacent Area that is to be preserved on Site B.

Federal Wetlands:
As stated in its letter dated August 27, 2007, the United States Army Corps of Engineers (USACE) has field verified that the federal wetland boundaries located on the Muir Woods project site as shown on the wetland delineation map prepared by Greenman-Pedersen, Inc. dated May 2007 are accurate. The wetland areas were delineated by Earth Dimensions, Inc. and summarized in a final wetland delineation report dated May 16, 2007.

The Project Sponsor provided a complete Joint Application For Permit for wetland impacts associated with the project to the USACE and NYSDEC as of June, 2009. After thoroughly reviewing the complete application and associated wetland impacts, the USACE issued a Validated Department of the Army Permit

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for wetland impacts associated with the project as of May, 2012. Additionally, having thoroughly reviewed the complete application and associated wetland impacts, the NYSDEC officially issued a Freshwater Wetland Permit and Water Quality Certification for wetland impacts associated with the project as of November, 2009.

On May 14, 2012, the United States Army Corps of Engineers ("USACE") issued Department of Army Permit No. 2001-00067. The permit issued by the USACE permitted to impact 17.83 acres of Federal wetland, and 1.29 acres (approximately 5227 linear feet) of jurisdictional tributaries for the construction of Muir Woods project. On May 6, 2016, the USACE extended the permit expiration dated from May 14, 2012 to November 30, 2019. The USACE issued a modification of Permit No. 2001-00067 on June 20, 2018 in connection with the development of Sites "C" and "D" as a residential subdivision. On January16, 2019, the USACE extended the expiration date of Department of Army Permit No. 2001-00067 to November 30, 2024.

On February 25, 2021, the United States Army Corps of Engineers ("USACE") issued an Amended Wetland Permit [LRB-2001-00067] authorizing impacts to 6.089 acres of federal wetlands, which was a reduction of 6.921 acres of previously authorized impact of 13.01 acre to federal wetlands, in order to accommodate the mixed-use project on Site A.

10. Wildlife / Biological Resources (FGEIS Section 2.3)

The NYSDEC's Natural Heritage Program has reported no record of known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of the project site. The Project Sponsor will be required to implement the following mitigation measures in order to minimize impacts to wildlife resources to the maximum extent practicable:

- A comprehensive erosion control plan will be developed and implemented to protect vegetation and water quality.
- Off-limit areas, including wetlands, will be delineated prior to construction to avoid or minimize impacts to vegetation. The construction workforce will be educated as to respecting and adhering to physical boundaries of off-limit areas.
- Best Management Practices will be followed during construction.
- The establishment of invasive vegetative species will be deterred through manual extraction and rapid establishment of desirable vegetation. Exposed and disturbed soils will be seeded, planted and mulched to prevent the colonization of invasive species. Volume 8 of the Appendix of the FGEIS at Exhibit F (*SJWPA Appendix* M) contains a discussion of the proposed on-site wetland mitigation including the protection of habitat areas.

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- Waterfowl activity will be deterred in the off-site wetland mitigation area located in the Town of Newstead through the use of mylar tape, snow fencing, 4-7 ft. tree plantings and the seeding of upland grassland areas with a cool season grass.
- The proposed on-site wetland mitigation system will be designed to provide seasonal aquatic habitat for fish, waterfowl and amphibians; habitat for multiple covertypes of wetland plant species; and passerine bird nesting, feeding and resting habitat.
- The project site historically has had an elevated number of deer-vehicle accidents on the roads surrounding the parcel. This parcel is a portion of a much larger habitat area which also includes Nature View Park to the north and is not a "closed" habitat area. The Planning Department, in conjunction with the Police Department, will continue to monitor the deer population throughout the Town and implement approved methods of reducing deer/vehicle accidents in accordance with the Deer-Vehicle Accident Management Plan.

11. Drainage and Flooding (FGEIS Section 2.4)

The following measures shall be implemented by the Project Sponsor to mitigate drainage and flooding impacts to the maximum extent practicable:

A. The Town Highway Department shall have access to all Town ditches that are on the subject property including Town ditches 4, 4A, 4B and 4C. The Project Sponsor will be required to grant public easements to the Town to these ditches to ensure their proper maintenance. No aspect of the Muir Woods development will inhibit access to Town ditches or create undue burden to the Town for restoration of easement property used to access Town ditches. On June 28, 2018, the Project Sponsor recorded a Permanent Access and Drainage Easement at the Erie County Clerk's Office (Liber 11331 of Deeds at Page 1521) for the purpose of granting the Town an easement to access town ditches and stormwater management facilities on the Project Site including the existing lake.

B. The project site and the surrounding vicinity are known as locations for high amounts of beaver and mosquito activity. Access to the Town Highway Department for control of this activity in Town ditches or other areas of the development shall be provided.

C. The Project Sponsor shall be responsible for cleaning and debrushing of all Town ditches located on the project site during the initial construction phases of the project. The Project Sponsor will also be responsible for long-term maintenance of stream/drainage features and

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detention/stormwater basins; for maintenance of on-site wetland mitigation areas during the monitoring period; and for the construction of all drainage improvements required for development of the project site.

D. The Project Sponsor shall be required to construct any ponds and sand filters required stormwater quality treatment. All ponds and sand filters to be constructed on the project site will be privately owned and maintained, with public drainage easement to be granted by the Project Sponsor to allow Town to properly maintain the inlet and outlet pipes of any wet ponds.

E. All stormwater runoff will be treated to standards approved by the Town Engineering Department prior to discharging into the existing lake on the project site or Town ditches. No additional detention is being proposed for the Muir Woods development for stormwater quantity control.

F. All buildings in the west portion of the Muir Woods site located within the Ellicott Creek flood plain will be at a minimum elevation of 576.0 feet, or one foot above the base flood elevation as determined by the Town Building Commissioner.

As development is proposed, specific drainage plans will be reviewed and approved by the Town Highway and Engineering Departments and the NYS Department of Environmental Conservation/US Army Corps of Engineers during site plan review, to ensure there is no adverse impact to the Ellicott Creek Flood Control system.

G. Upon development, the existing 32± acre lake in the southeast portion of the project site will be maintained with a normal lake level of 569.55 feet. The existing 42-inch CMP outlet at the west end of the lake will remain as it is. All stormwater from the east side of the development around the lake will pass through a stormwater quality treatment facility consistent with the NYS Stormwater Management Design Manual and Phase II Stormwater SPDES requirements prior to entering the lake. This system currently designed as sand filters may evolve into wet ponds, bio-retention filters, and/or other acceptable practices under the Design Manual and SPDES requirements.

H. Backyard runoff from proposed residential units will be separated from wetland mitigation areas and wetlands either by a ditch or rear yard drains to preclude pollution of those areas by lawn chemicals, per NYSDEC letter dated October 26, 2007.

I. A detailed Stormwater Pollution Prevention Plan (SWPPP), including a Sediment and Erosion Control Plan, for the various phases of the project including any related on-site drainage areas shall be submitted as specific site plans are submitted for review. The Stormwater Pollution Prevention Plan for each phase of the project will need to be reviewed and approved by the Town's Engineering Department.

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J. The Project Sponsor shall be required to comply with the findings and recommendations of the Preliminary Drainage report prepared by Greenman-Pedersen, Inc. in August 2007 and any updated reports during the course of development.

K. The Project Sponsor will provide backyard drainage for the existing homes that are directly adjacent to the portions of the project site that will be developed for residential use. This requirement pertains to Sites and D. Additional drainage improvements for the areas along the rear yards of the homeowners on Nancy Lane will also be installed by the Project Sponsor. The drainage pipe to be installed in the rear yards of the new residential units that will be integrated with the new drainage swale behind the residents of Nancy Lane will be a minimum diameter of 12 inches.

12. Character and Quality of Life Issues (FGEIS Section 2.5)

A. Setbacks

On those portions of the project site where commercial or student housing development will be directly adjacent to existing residential areas (i.e. Pleasant Acres Part II & III Subdivision), setbacks will retain existing vegetation to a depth that provides an adequate buffer. The following minimum setbacks will be required:

- The planting of additional trees and shrubs by the Project Sponsor within the minimum setback area may be required to supplement the existing vegetation in order to provide adequate buffers.
- A combination of earthen berms and new vegetation will be required in those portions of the minimum setback area where there is not sufficient existing vegetation to provide an adequate buffer. The minimum height at the top of berms shall be three feet, and the maximum slope shall be 1 on 3 (33%) to promote the growth and long-term viability of trees and shrubs planted on the berms. Berms should have a natural appearance by varying their width and height.
- Site A (western portion of the project site – 50 Dodge Road) – This portion of the project site will be utilized for mixed-use; a portion of Site A is located directly south of the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood)
  - 30 ft. minimum building setback from residential lot line for attached and detached two-family townhome style units.
  - 400 ft. minimum building setback from residential lot line for four-story mixed use buildings.
  - 500 ft. minimum building setback from residential lot line for four-story multifamily buildings.

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- 450 ft. minimum setback from residential lot line for four-story climate controlled storage building.
- 60 ft. parking setback from residential lot line

- Site B (center portion of site) – This portion of the project site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or for the land uses permitted pursuant to the Amended Findings Statement issued by the Town Board on December 17, 2015. The following setback standards apply to the development of Site B:
  - 60 ft. building setback from residential lot line. If the height of any proposed buildings exceeds 50 feet, the required minimum building setback shall be equal to the height of the proposed building.
  - 90 ft. parking setback to residential lot line

B. Building Height

The following maximum building heights will be observed for the proposed development:

- Site A (western portion of the project site – 50 Dodge Road) – This portion of the project site will be the location of mixed-use buildings, a climate controlled storage building and residential buildings and a portion of Site A (50 Dodge Road) is located directly south of the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood).
  - Maximum building height for mixed-use buildings, multifamily buildings and climate controlled storage building shall be four-stories and 60 ft. as measured from the finished grade to the top of any parapet (excluding any rooftop mechanical equipment). All mechanical equipment shall be properly screened in accordance with the standards contained in the Zoning Code adopted by the Town Board in May of 2006.
  - Maximum height of any residential buildings within 500 ft. of a residential lot shall be 35 ft.

- Site B (center portion of the project site) – This site will be developed around the extended John James Audubon Parkway as a public roadway to be dedicated to the Town of Amherst. Site B will be developed as student housing or Site B will be developed as permitted to the Amended Findings Statement issued by the Town Board on December 17, 2015.

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- There will not be a maximum height for buildings to be constructed on Site B. All buildings will be required to comply with a minimum required setback that shall be the greater of 50 feet or the height of the proposed building at the point of its maximum height (including rooftop mechanicals, etc.)

13. Soil Stability and Foundation Issues (FGEIS Section 2.6)

The Geotechnical Engineering Report prepared by McMahon & Mann Consulting Engineers, P.C. dated June 2005 includes findings and foundation considerations for future construction of the various components of the project. The report is included in Volume 6, Appendix I of the FGEIS.

The Town shall not grant site plan, subdivision or Public Improvement Permit (PIP) approval for construction of any component of the project (buildings, parking areas or infrastructure) unless the identified limitations as discussed in the McMahon & Mann report are adequately accounted for. The applicant shall be required to provide documentation of site-specific soil characteristics and comply with all relevant Town building codes regarding soil conditions.

Additional mitigation measures to be undertaken by the Project Sponsor, subject to determination by the Building Department, may include:

- Perform individual soil borings for each proposed structure to accurately determine the specific geotechnical design perimeters.
- Take measures to control the moisture content of the soils outside the structure. These may include installation of an irrigation system that would maintain near-saturated conditions in the soil around the structure during dry summer months, and/or installation of an exterior vapor barrier that extends out away from the structure around the perimeter.
- Monitoring of soil moisture with supplemental foundation watering during dry months.
- Use of a lower allowable bearing pressure for design of the spread footings.
- Placement of a minimum of two continuous #5 horizontal longitudinal reinforcing bars in each of the following locations: in the footing, at the base of the foundation wall, and at the top of the foundation wall.
- Use of an isolation joint between the basement floor slab and the foundation wall.
- Installation of a quality vapor barrier under the basement floor slab.
- Installation of a foundation drain system designed so that the floor elevation of the sump is above the elevation of the bottom of the footing.

14. Economic Impacts (FGEIS Section 2.7)

All infrastructure required to support the development of the project site will be installed at the Project Sponsor's expense. Town-wide or localized special

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assessment districts (sewer, water, highway, etc.) are established so operating cost can be spread over many taxpayers who use specific services.

According to the "Cost of Servicing/Revenues Generated Land Use Study" in December 2006 commissioned by the Amherst Industrial Development Agency, for every $1.00 attributed to residential use, $1.11 is expended in providing government services, while just $0.48 is expended for commercial use and $0.60 is expended for open land. As a predominantly commercial oriented mixed-use project, the estimated $3,500,000 in yearly tax revenue (2007 estimated) to the Town at full build out projected to be generated by the project is expected to cover the cost of any additional services including police and fire protection, snow plowing, maintenance of roads, water and sewer infrastructure, ditches, etc.

An economic real estate study for the proposed Muir Woods project was completed by Northeast Appraisers in March, 2002 which analyzed residential demand and property values. A subsequent Economic Analysis was completed by Real Property Services, LLC in July 2006, which is included in Appendix K, Volume 8 of the FGEIS. The conclusions of those reports are:

- There will be no negative impact on the marketability or values of nearby existing housing. The project may potentially have a positive impact on surrounding residential property values due to increased demand on desirability to live in close proximity to the development.
- The proposed project development will add over $70 million to the Town of Amherst tax base when completed, and generate over $3.4 million in tax revenue per year at stabilized 2008 levels.
- Over the first 10 years of development, the project is projected to generate over $21.4 million in tax revenue, as compared to total tax revenue of approximately $260,000 that would be generated if the project site remains as vacant land over the same period.
- It appears that both the Sweet Home and Williamsville School Districts will be impacted minimally with regards to expenditures on a per student basis. This takes into account that more than 50% of the residential development will consist of patio homes, which primarily cater to "empty nesters" and typically generate less students per household.
- The competitive advantages of the project site which are expected to support strong market absorption include its direct interchange access from the Lockport Expressway (I-990) and the high visibility of the site from expressway traffic.

15. Noise and Light Issues (FGEIS Section 2.9)

Noise – It is anticipated that the project site will be built-out in stages over many years and, as such, there is a need to impose mitigation measure for noise from construction activities to minimize this identified adverse environmental impact to

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the maximum extent practicable. Both temporary and long terms noise impacts may result from the construction activities on the project site as well as from the proposed use of the project site.
Noise from construction-related activities, which will exceed local ambient levels for noise outside of structures, may cause some temporary annoyance to nearby residents. It is expected that this impact, caused by heavy equipment, construction vehicles and power tools, will continue throughout the duration of construction. In order to reduce this noise, the following measures will be undertaken by the Project Sponsor:

- Limit major construction activities to daytime hours
- Use of construction equipment with mufflers
- The preservation of existing vegetation to the greatest extent practicable will provide a noise barrier to existing residential areas.
- If blasting is required, the developer will follow all requirements of the Town Blasting Ordinance

Noise resulting from the occupation and usage of the buildings constructed on the project site can be expected to result in sound levels that are characteristic of suburban office and residential developments and should not be significant.

With the Lockport Expressway (I-990) forming the southern boundary of the project site, and its design as an elevated highway for a portion of this boundary, traffic is considered the largest source of existing noise. Levels from typical noise generators that may be expected to exist in the vicinity of the project site include:

Distant traffic (45 mph)	45 – 50 decibels
Passenger car pass-bys	70 decibels
Accelerating trucks	85 decibels
Distant aircraft noise	60 – 85 decibels

The Transportation Project Report for the Lockport Expressway evaluated the potential noise impacts of the entire I-990 project, including the interchange that will be improved in connection with the proposed project. A copy of the Noise & Air Pollution Study is found in Volume 6 of the Appendix of the DGEIS at Exhibit 30. In addition, there is not any development directly adjacent to the existing interchange that will be impacted by the proposed interchange improvements. To the south of the northbound off-ramp there are some residential units situated along Dodge Road. However, the planned improvements at the existing off-ramps will not result in a movement of traffic 50% or more closer to source receptors.

Light – To mitigate the light spillage from exterior lighting on adjacent residential properties, especially the Pleasant Acres Part II & III Subdivision (Bucyrus Heights neighborhood), the following measures will be implemented:

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- Appropriately located lighting, downward-directed lighting fixtures or hooded lighting will be used to prevent off-site light spillage on adjacent residential areas. The light fixtures and their placement will follow all Town of Amherst code requirements for usage and design. The Town Zoning Code requires a lighting plan to be submitted during the site plan review process, and the standards contained in the relevant section of the Zoning Code regulate lighting spillover from commercial locations onto adjacent residential land uses.
- Screening of proposed commercial buildings and parking lots will be provided through the creation of berms or landscaping elements on the periphery of developed areas (see Section 10A above).

16. Open Space and Recreation (FGEIS Section 2.10)

The proposed internal trail system shall be installed (Sites C & D) of the "The Preserve at Muir Woods" development, provided it does not impact regulated wetlands or is permitted by permits issued by the NYSDEC and/or USACE. Public access to a portion of the existing lake will be provided. The majority of State Wetlands TE-22, TE-33, and TE-34 will remain as Major Open Space (MOS). As a result of the modifications to the project, approximately 224± acres of the project site will be preserved as open space.

The proposed recreational trail connecting sites A, B, C, and D of the Muir Woods Development shall connect to the Town's existing trail system as shown in Figure 4 (Park, Open Space and Trail map) and Figure 2.1 (University Focal Planning Area Concept Plan) of the adopted Amherst Bicentennial Comprehensive Plan and shall be constructed by the Project Sponsor as part of the Muir Woods project. Each development site of the Muir Woods Development shall complete its portion of the trail system prior to the issuance of any certificate of occupancy by the Town of Amherst Building Department.

17. Other Issues (FGEIS Section 2.12)

A. Reclassification of Land

The entire project site is zoned New Community District (NCD), and no changes are proposed to remove the property from the NCD zoning district classification.

The original request by Ciminelli Development Company, Inc. in 2002 was to reclassify 326± acres of land from NCD-ND and NCD-MOS to NCD-GC, NCD-RI and NCD-MOS. This request was reviewed and commented on over a five year period. As a result of discussions with the NYS Department of Environmental Conservation during that time, the petitioner amended the original Muir Woods Concept Plan by reducing the overall development from 144 acres to 110 acres in order to minimize wetland impacts. In addition, the various components of the development

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were altered so that the proposed size of the commercial office/R&D space was reduced from 1.8 million sq. ft. to 700,000 sq. ft. The proposed "village center" originally envisioned was also eliminated. The result is a different land pattern from that initially proposed and one that is not consistent with the originally-requested reclassification districts.

The following additional steps shall be undertaken as part of the Findings for this project:

- The parcels to be reclassified to NCD-GC shall be deed restricted to prohibit the following uses:
    - Automobile sales and service facilities (except vehicles used primarily on the subject property)
    - veterinary clinics or kennels
    - gasoline service station will be prohibited around the existing lake

    On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the above described uses on the portion of the Project Site reclassified to NCD-GC.

- At the Town Board's direction, the Town shall initiate a reclassification of the remainder of wetland areas contained in the original project proposal as Major Open Space (MOS).

B. Land Use

The proposed development will follow the program summarized below as depicted in the original Findings Statement concept plan for the project dated September 2007, as depicted in the Concept Plan for Site B dated August 14, 2015, as the Concept Plan for Site B dated April 2, 2019showing a student housing project, or as the Concept Plan for Site A dated June 23, 2021 showing a mixed-use project:

Development Site	Land Use	Maximum Developed Area	Development Program
Site A (50 Dodge Road)	Mixed-Use including mixed-use buildings, climate controlled storage building and residential buildings	17.42 acres	Maximum of two mixed-use buildings with a maximum height of 60 ft. and maximum combined footprint of 50,000 sq. ft., one-four story climate controlled storage building with a maximum footprint of 35,000 sq. ft.; one-family and two-family attached and detached townhomes and maximum height of 35 ft. The overall maximum allowed residential density on Site A is 258 units.

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Site B (Option 1)	Class A Corporate office buildings	46 acres	Maximum of 464,850 sq. ft. of office/retail space
Site B (Option 2)	Residential/ Commercial	46 acres	Maximum of 192 residential units on the eastern portion of Site B (approximately 26 acres) and a maximum of 205,000 sq. ft. of office and commercial space on the western portion of Site B (approximately 20 acres)
Site B (Option 3)	Residential - Student housing	46 acres	Maximum of 515 student housing units
Sites C and D	Residential	37 acres	133 lot residential subdivision consisting of detached single-family homes on individual lots pursuant to the Map Cover filed at the Erie County Clerk's Office on July 24, 2018.

General components of the proposed development that will minimize adverse environmental impacts include:

- The maintenance of the remaining approximately 224± acres of the development site as permanent open space.
- Implementing a cluster pattern to maximize open space preservation.

C. Utility Infrastructure - In accordance with the October 17, 2007 letter received from the Erie County Department of Environment & Planning, all proposed sanitary sewer lines to be constructed to service both the residential and commercial portions of the project will be subject to review and approval by the Erie County Health Department. All systems installed or improved for the project will be undertaken by the Project Sponsor at its cost and will be required to meet all Town, County and State requirements.

D. Archaeological/Cultural Resources – One prehistoric archaeological site was discovered on the project site, with a Stage 2 archaeological study determining that the identified prehistoric archaeological site did not meet the eligibility criteria for listing on the State or National Register of Historic Places. This finding was confirmed by the NYS Office of Parks, Recreation and Historic Preservation in its letter of October 10, 2001. No mitigation measures are needed for the subject development.

E. Air Quality – Potential impacts to air quality resulting from fugitive dust generated during construction activities will be minimized by the following measures:

- seeding and/or mulching exposed soils as soon as practicable and in accordance with the requirements and applicable regulations promulgated by the NYSDEC
- grading roadways and covering them with gravel during construction, periodically regarding, compacting and replacing gravel as necessary as determined by the Town

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- wetting down temporary roads to be constructed on the project site during construction of the build-out of the project as needed throughout the duration of construction activities and as determined by the Town.

F. Condominium Designation - As originally proposed, the residential portion of the project was not to include the development of any units that will be filed as condominiums. The Project Sponsor previously offered to place a deed restriction to this affect as a condition of sale to any future builder, developer or owner of any lot on the subject site. On June 21, 2018, a Declaration of Restrictions was recorded at the Erie County Clerk's Office (Liber 11330 of Deeds at Page 8243) for the purpose of prohibiting the residential uses on the Project Site from utilizing the condominium form of ownership. The Project Sponsor is requesting that the Declaration of Restrictions be modified to allow the condominium form of ownership for the attached residential units to be developed on Site A.

18. Evaluation of Future Actions

In accordance with SEQR regulations, upon application to the Town for development of the project site that requires the submittal of an Environmental Assessment Form, the Town will be required to determine if the potential adverse environmental impacts associated with the development have been adequately identified and evaluated in the DGEIS, FGEIS, and this Amended Findings Statement, and whether the proposed development exceeds any of the thresholds and/or requirements contained in this Findings Statement. This determination must be made by the Town prior to the issuance of any discretionary land use approvals by the Town for the proposed development.

The following scenarios are put forth in Section 617.10(c) & (d) of the SEQR regulations:

A. If the Town determines that the proposed action is in conformance with the conditions and thresholds in the FGEIS or the Amended Findings Statement, then no further environmental review pursuant to SEQR will be required;

B. If the Town determines that the proposed action is adequately addressed in the FGEIS, but is not addressed or not adequately addressed in the Amended Findings Statement, then an amendment to this Amended Findings Statement must be prepared;

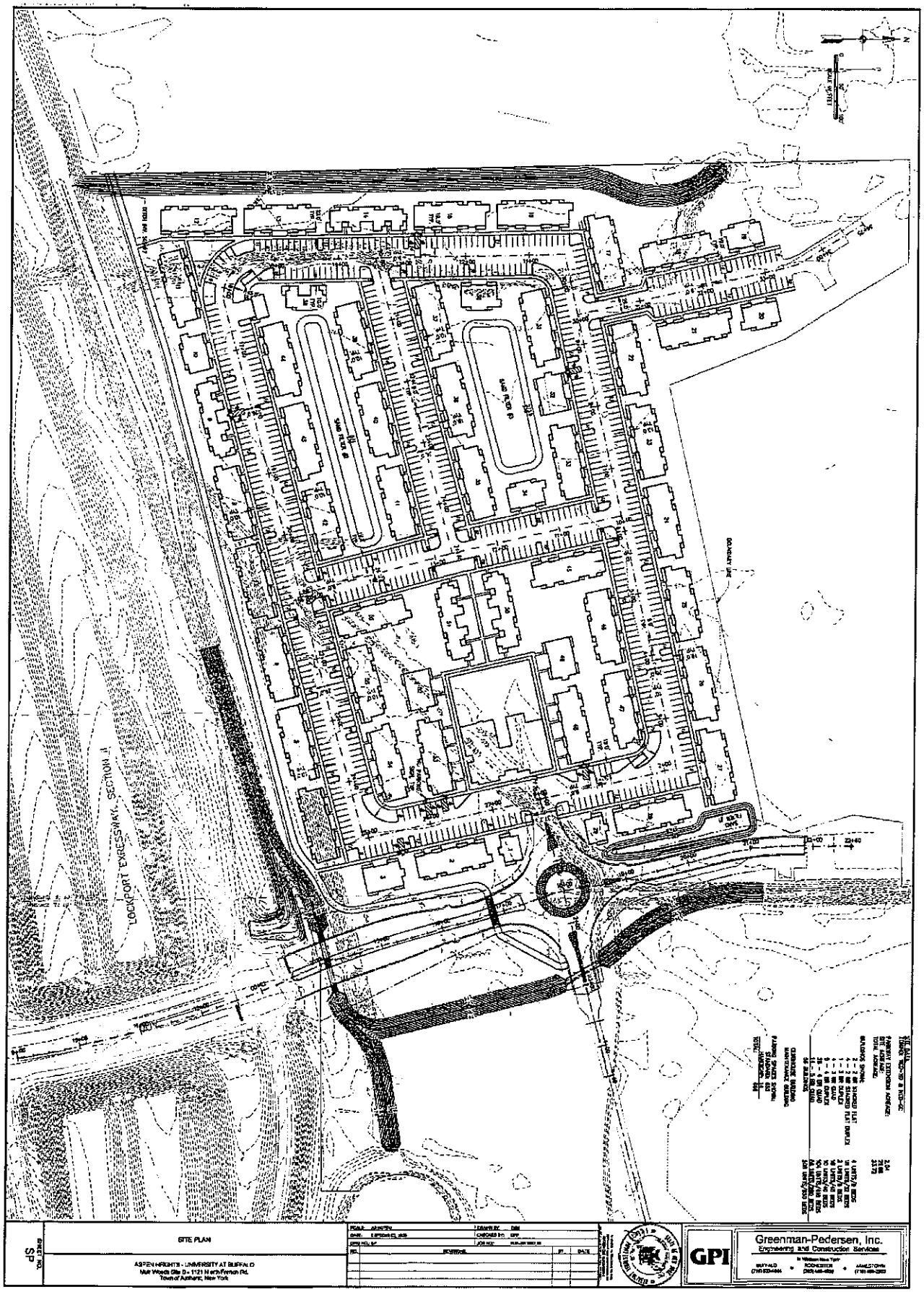
C. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, but it will not result in any significant environmental impacts, then a negative declaration must be prepared; or

D. If the Town determines that the proposed action was not addressed, or was not adequately addressed, in the FGEIS, and the action may have one or more significant adverse environmental impacts, than a supplement to the FGEIS must be prepared.

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EXHIBIT E

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EXHIBIT F

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Townhomes at Muir Woods		
Project Location (describe, and attach a general location map): 770 John James Audubon Parkway, Amherst, New York		
Brief Description of Proposed Action (include purpose or need): This Project is a development of a 17.14-acre site located 770 John James Audubon Pkwy in the Town of Amherst. Construction will consist of 160 townhouse units, 4 private roads, the relocation of the existing Town of Amherst bike trail, and will also include associated utility, lighting, and landscaping improvements. Currently the site is undeveloped. The proposed site development area to be disturbed for this project is approximately 14.5 acres when construction is completed.		
Name of Applicant/Sponsor: 770 JJAP LLC	Telephone: E-Mail:	
Address: 50 Fountain Plaza, Suite 500		
City/PO: Buffalo	State: New York	Zip Code: 14202
Project Contact (if not same as sponsor; give name and title/role): Erik Wagner, Director of Development & Construction, Ciminelli Real Estate Corporation	Telephone: 716.631.8000 xt 3073 E-Mail: ewagner@ciminelli.com	
Address: 50 Fountain Plaza, Suite 500		
City/PO: Buffalo	State: New York	Zip Code: 14202
Property Owner (if not same as sponsor): 770 JJAP LLC	Telephone: E-Mail:	
Address: 50 Fountain Plaza, Suite 500		
City/PO: Buffalo	State: NY	Zip Code: 14202

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Amherst Town Board Rezoning Approval	February 17, 2026
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Amherst Planning Board - Site Plan/Subdivision	Spring 2026
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☐No		
e. County agencies ☑Yes ☐No	Erie County Department of Health - Sewer Connection	Spring 2026
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC Wetland Permitting	
h. Federal agencies ☑Yes ☐No	ACOE Wetland Permitting	

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
NCD-GC

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? NCD-ND

C.4. Existing community services.

a. In what school district is the project site located? Williamsville Central Schools

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Getzville Fire Protection District

d. What parks serve the project site?
Town of Amherst Bike Path

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 17.9 acres
b. Total acreage to be physically disturbed? 14.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 163.3 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☑ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Residential
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? 160
iv. Minimum and maximum proposed lot sizes? Minimum 1,334.64 sf Maximum 1,468.64 sf

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 48 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	160			
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 38,720 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: Town of Amherst
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☑Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
  Approx. 49 LF of public main to the hotbox. Approx. 2,898 LF of new 8" private water main will be installed along the private roads after hotbox
- Source(s) of supply for the district: public

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 35,200 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
sanitary waste

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst Wastewater Treatment Facility
- Name of district: Town of Amherst
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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- Do existing sewer lines serve the project site? ☑Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☑Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: Approx. 215 LF of public forcemain connecting to a new public wastewater pump station. approx. 3,260 of 8" private sanitary sewer extension along proposed private roads connecting to the new public wastewater pump station.

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- What is the receiving water for the wastewater discharge?

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 7.3 acres (impervious surface)

_____ Square feet or 17.14 acres (parcel size)

ii. Describe types of new point sources. new roadway, future townhouse family residences

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

on site stormwater management facility/strutcures

- If to surface waters, identify receiving water bodies or wetlands:
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☑No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☑ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7am - 7pm
- Saturday: as needed
- Sunday: n/a
- Holidays: n/a

ii. During Operations:

- Monday - Friday: N/A, subdivision
- Saturday: N/A, subdivision
- Sunday: N/A, subdivision
- Holidays: N/A, subdivision

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Typical Construction noise during approved hours of construction in the Town.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: Existing trees/brush will be removed for construction of public infrastructure.

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Street lighting along proposed private streets, 12' mounting height, standard light fixture, 150' +/- to nearest structure

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe: existing trees/brush will be removed for construction of public infrastructure, this removal will be minimized as much as possible

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.2	7.3	+7.1
• Forested	0.1	0	-0.1
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	16.84	9.84	-7.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: _____			

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c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes ☑No
If Yes,
i. Identify Facilities:

_____
_____

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☑No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____
_____

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v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >40 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Cheektowaga fine sandy	20 %
Cosad loamy fine sand	80 %
	%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils:

☐ Well Drained:	% of site
☐ Moderately Well Drained:	% of site
☑ Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	% of site
☐ 15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 837-27 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☑Yes ☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs - Total Phosphorus

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

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m. Identify the predominant wildlife species that occupy or use the project site:
Suburban species.

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑Yes ☐No
If yes, give a brief description of how the proposed action may affect that use:
Occasional fishing in the adjacent pond. This development will help increase access.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

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e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 770 JJAP LLC Date February 17, 2026

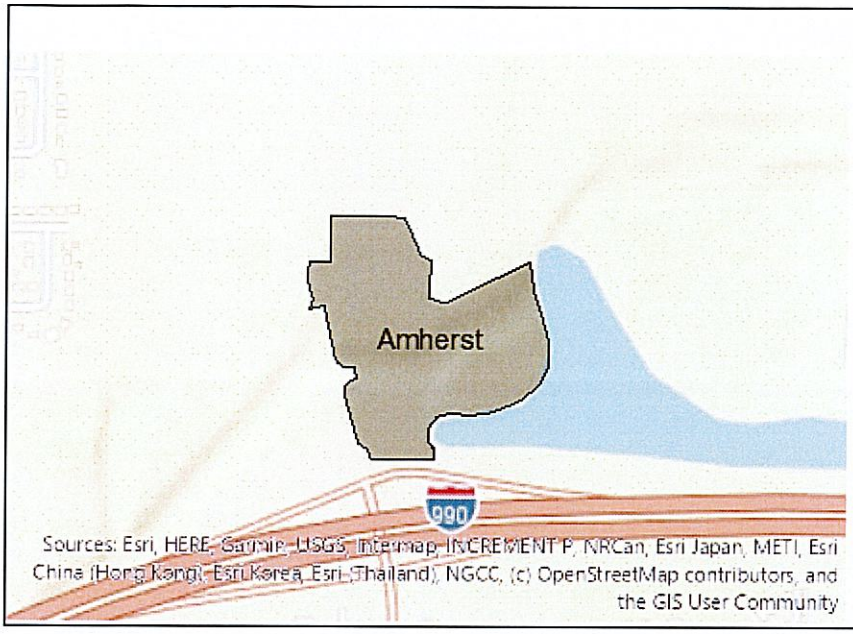
Signature _____ Title Marc A. Romanowski, Esq., Attorney for Applicant

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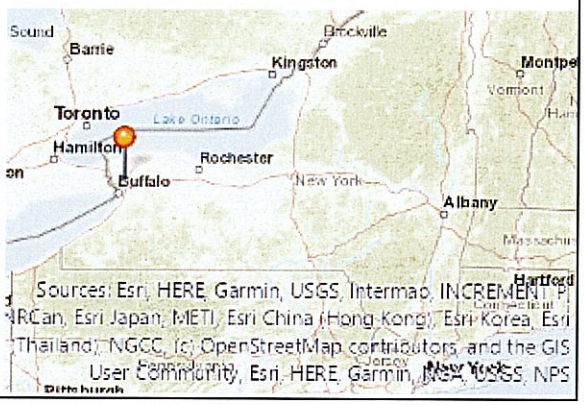
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EAF Mapper Summary Report

Monday, February 16, 2026 1:31 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	837-27
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ellicott Creek, Lower, and tribs - Total Phosphorus
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

EXHIBIT G

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** _____ **Fee $** _____

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	1,200.00
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	15.00
	TOTAL FEE:	**$** 1,215.00

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051 Fax (716) 631-7153 Web www.amherst.ny.us

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: 770 JJAP LLC

Address: 50 Fountain Plaza, Suite 500

Buffalo (City) NY (State) 14202 (Zip Code)

Phone: 716-631-8000 ext 3073 Fax

E Mail: ewagner@ciminelli.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: District

To: District

The Property is properly zoned NCD-GC. The Applicant is not seeking to amend the zoning classification of the Project Site but to accommodate the proposed use.

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

770 John James Audubon Parkway, Amherst, NY 14228

SBL #: 41.05-3-9

4. **Area of land to be rezoned** (in acres): 17.493

5. **Owner of Land**:

Name: 770 JJAP LLC

Address: 50 Fountain Plaza, Suite 500

Buffalo (City) NY (State) 14202 (Zip Code)

Phone:

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Marc Romanowski, Esq.

Address: 1600 Liberty Building, 424 Main Street

Buffalo (City) NY (State) 14202 (Zip Code)

Phone: 716-854-3400 Fax 716-332-0336

E Mail: romanowski@rupppfalzgraf.com

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

7. **Petitioner's interest in property**

_____ Option to purchase
X Owner
_____ Other (explain) _____

8. **The following are all others having an interest in this application and join herein with the petitioner named above:** (describe extent of interest; attach sheets as needed)
N/A

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.**

10. **Said property has the following deed restrictions or covenants:** (attach copy)
Liber See attached Page See Attached

11. **Information on proposed project:**

A. Description of the character of the proposed development: This project is a development of a 17+ acre site located at 770 John James Audubon Parkway. Construction will consist of 160 townhouse units, 4 private roads, the relocation of the existing Town of Amherst bike trail and will also include associated utility, lighting, and landscaping improvements. The Site is currently undeveloped and the total area to be disturbed for the project will be 14.5 acres

B. Rationale for rezoning request:

1. Why was this site chosen? This site was part of a larger development project. The west side of the project has already been developed into student housing units known as Aspen Heights.

2. Why cannot land be used with the existing zoning? We are not seeking a rezoning of the Property but rather seeking a amendment of the previous zoning determination made by the Town Board as shown in Exhibit "D".

3. How will this rezoning impact surrounding properties? We are not seeking a rezoning of the Property but rather seeking a amendment of the previous zoning determination made by the Town Board as shown in Exhibit "D".

4. How will this rezoning impact the school system? We are not seeking a rezoning of the Property but rather seeking a amendment of the previous zoning determination made by the Town Board as shown in Exhibit "D".

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

12. Quantitative Data:

A. Total # of dwelling units 160

B. Distribution of dwelling units by type 160 Town home units

C. Gross Residential Density per acre 9.3 units per acre

D. Total amount of Open Space 10.6 acres

E. Proposed Non-Residential Floor Area N/A

13. Development Schedule:

Start Summer/Fall 2026

Finish Approximately 3-4 years

Stages (# of) 2

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The individual townhouses to be constructed will be sold to individual owners.

15. Open Space ownership and maintenance provisions (if applicable):

The open spaces will be owned and maintained by a Homeowners Association.

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code) (Attach sheets and supplemental materials as necessary.)

A. **The proposed zoning and development plan must be generally consistent with the policies of the Comprehensive Plan and the Town Zoning Ordinance.**

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location (The Comprehensive Plan document is available at the Planning Department, Town Clerk's Office, Amherst libraries, or at www.amherst.ny.us). Add sheets as needed.

See Letter of Intent attached hereto

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

2. Pursuant to NYS Town Law Section 272a(11), "All Town land use regulations must be in accordance with a comprehensive plan adopted pursuant to this Section." The Amherst Town Board adopted the Bicentennial Comprehensive Plan pursuant to NYS Town Law 272 on January 2, 2007. If the rezoning is approved, the Town Board may require the Plan to be amended, as applicable.

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   See Letter of Intent attached hereto

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See Letter of Intent attached hereto

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Yes
2. Storm Sewer/Drainage Yes
3. Water Yes
4. Other All standard Cable, Internet, Phone, etc.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
See Letter of Intent attached hereto

D. Suitability of the subject property for uses permitted by the current versus the proposed district: See Letter of Intent attached hereto

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
See Letter of Intent attached hereto

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

17. The petitioner encloses herewith the sum of $ 1,215.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

18. The undersigned certifies that all information required to be disclosed pursuant to Section 809 of the General Municipal Law (see below) is as follows:

The undersigned swears or affirms that all statements made herein are true, that all drawings submitted correctly show the situation involved in this petition.

Signature of Petitioner

Subscribed and sworn to before me this 25 *day of* February, 20 26

Notary Public, Erie County, New York

DENISE L. BORDEN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Aug. 4, 2029

N.Y.S. General Municipal Law - Section 809 Disclosure in certain applications:

1. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provision of any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state office or any office or employee of such municipality or of a municipality of which such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

2. For the purpose of this section an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

(a) is the applicant, or
(b) is an officer, director, partner or employee of the applicant, or
(c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
(d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such applicant, petition or request.

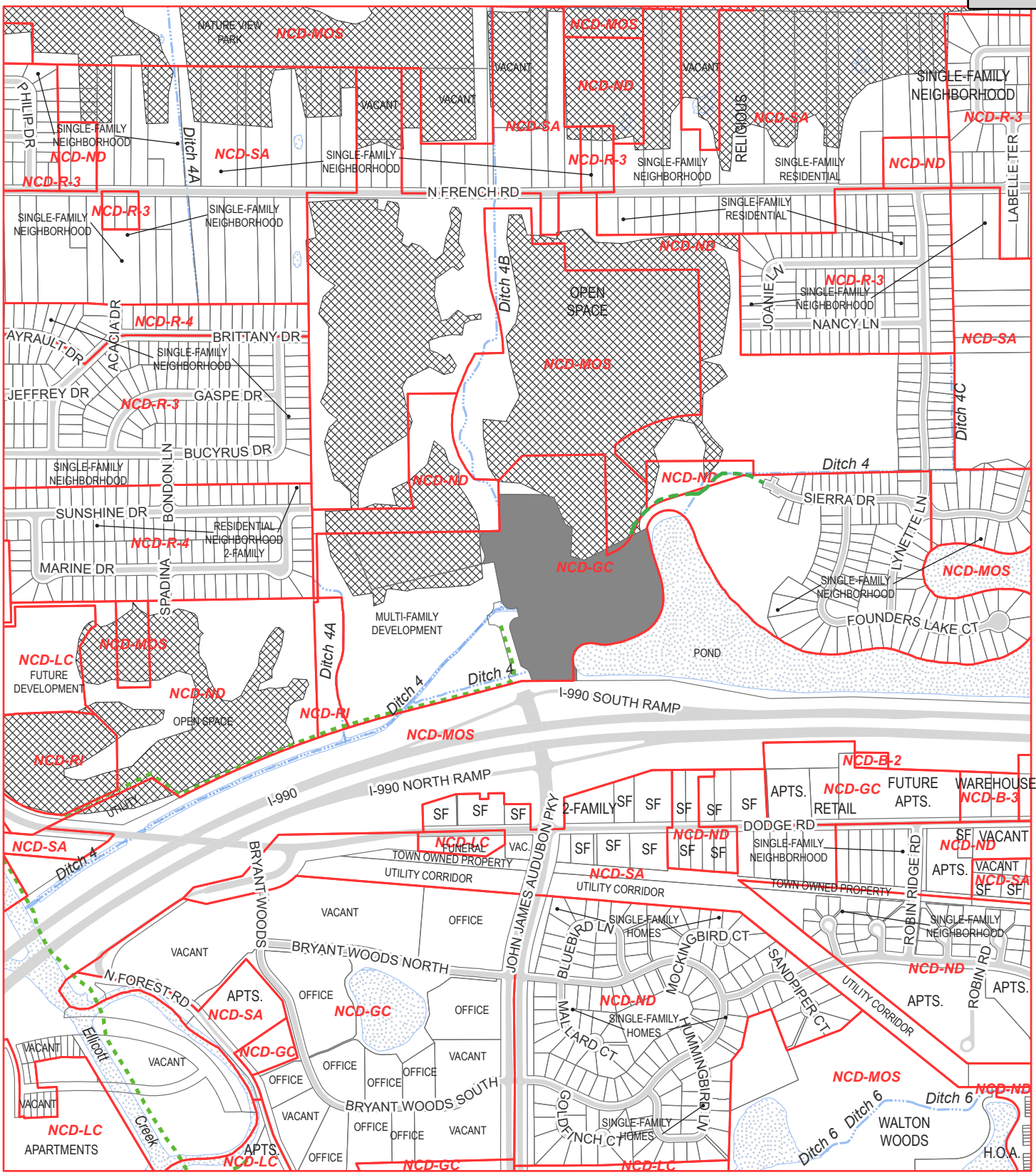
3. In the county of Nassau the provisions of subdivisions one and two of this section shall also apply to a party officer. "Party Officer" shall mean any person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision four or section two of the election law.

4. Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

5. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James



Z-2002-09 F

Request to Amend the SEQR Certification of Findings for 17.3± Acres of Land at "Muir Woods Site B"
Property Located at 770 John James Audubon Parkway
770 JJAP, LLC, Petitioner

June 18, 2026

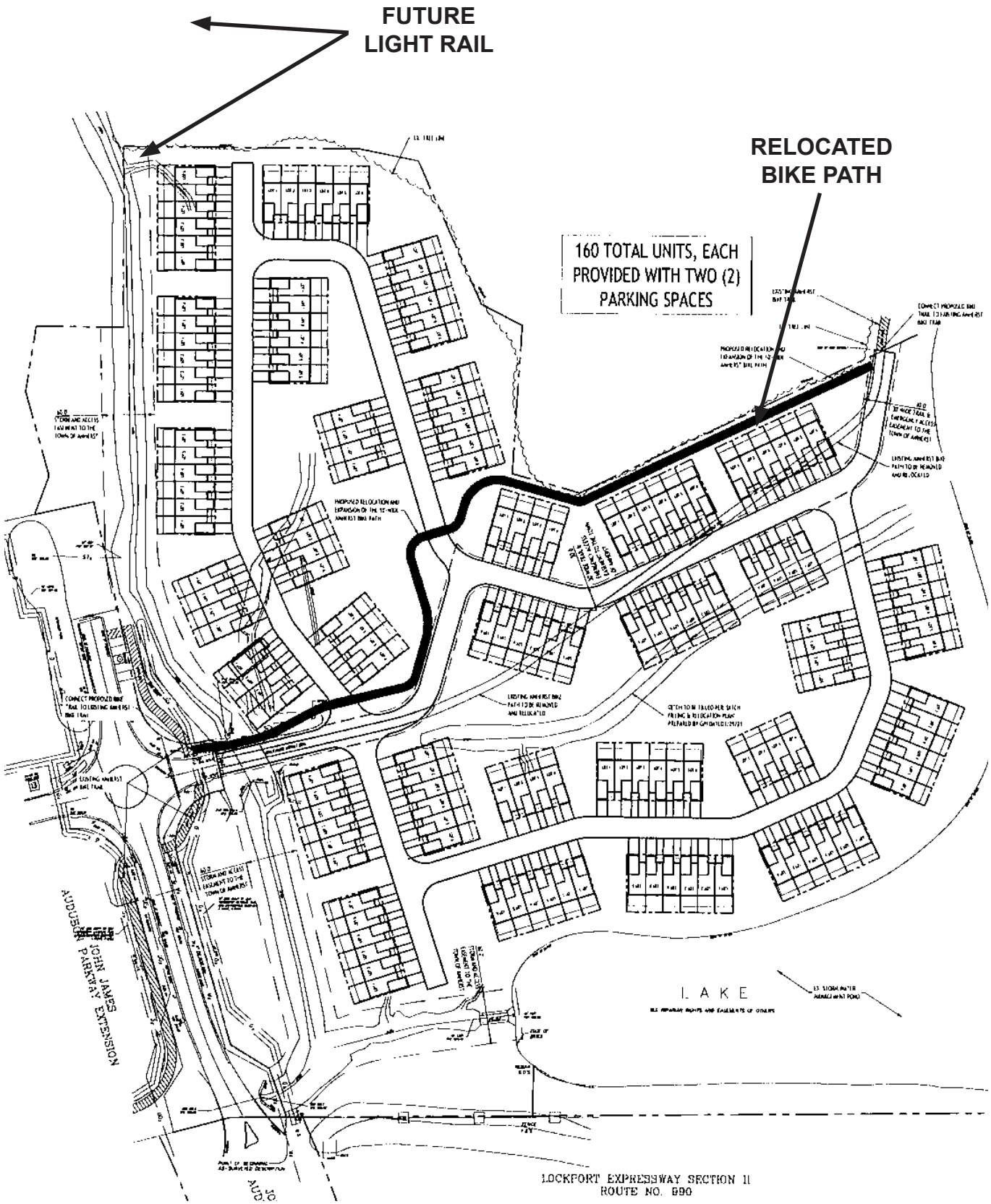
770 John James Audubon Parkway

NYS Previously Mapped Wetland

Bike Path

Prepared by the Town of Amherst Planning Department

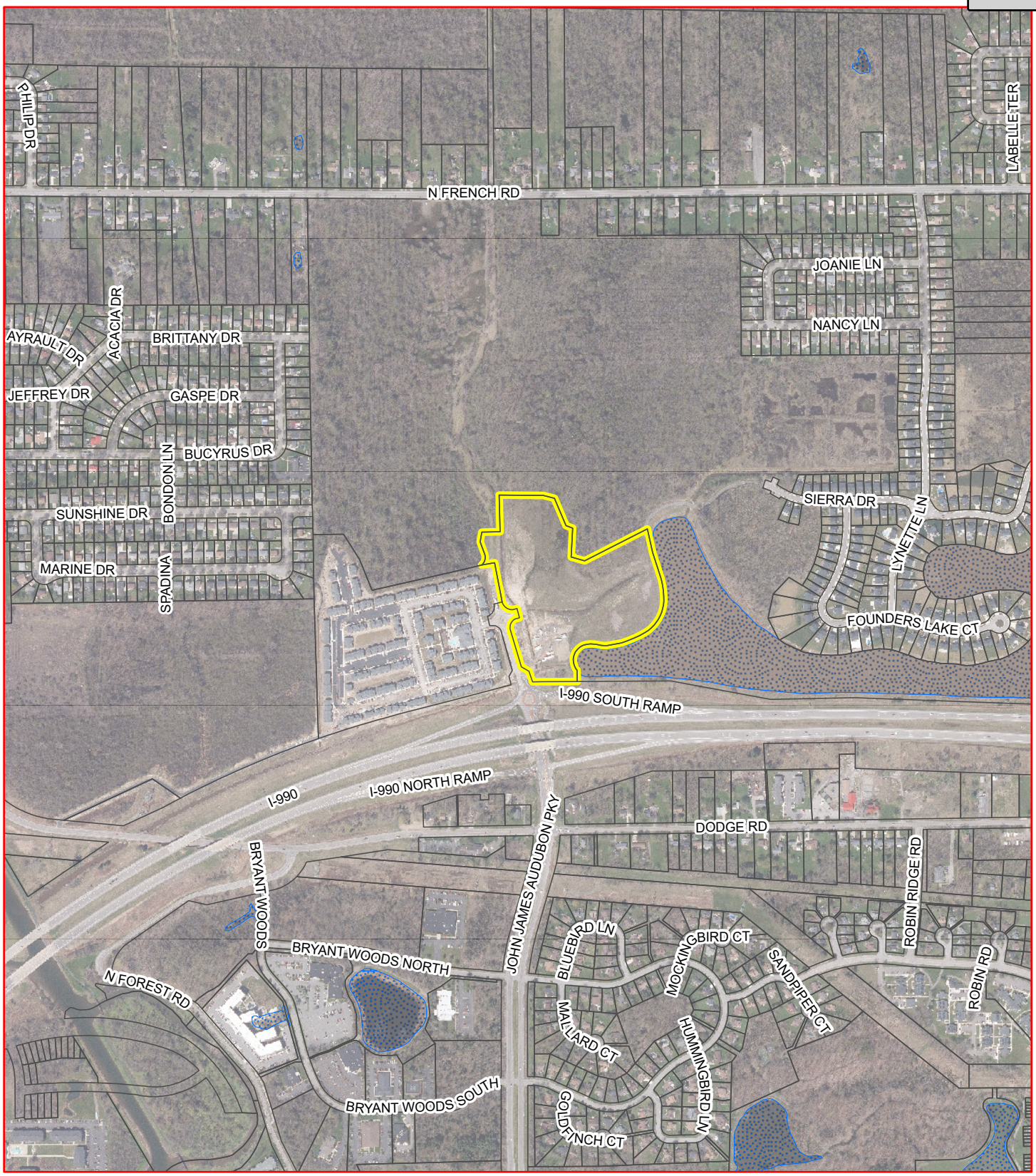
Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James



CONCEPT PLAN

Z-2002-09 F
770 John James Audubon Pkwy
5/27/2026

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James



Z-2002-09 F

Request to Amend the SEQR Certification of Findings for
17.3± Acres of Land at "Muir Woods Site B"
Property Located at 770 John James Audubon Parkway
770 JJAP, LLC, Petitioner

June 18, 2026

770 John James Audubon Parkway

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst

Town of Amherst Planning Department *Erie County, New York*

Shawn A. Lavin
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AIC
Assistant Planning Direc

RECEIVED
JUN 2 2026
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM June 1, 2026

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer *(see Planning copy)*
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Steven Bengart, Town Attorney (Local Law Only)
Right-of-Way Agent (c/o Town Attorney)
Integrated Review Coordinator, ECDEP *(via email)*
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT *(via email)*
School District *(via email)*

RECEIVED
JUL 10 2026
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS FOR 17.13± ACRES OF LAND AT "MUIR WOODS," SITE B, **Z-2002-09_F**; PROPERTY LOCATED AT **770 JOHN JAMES AUDUBON PARKWAY**. 770 JJAP, LLC, PETITIONER.

AMENDED/REVISED
APPLICATION, REVISED PLANS, EXHIBITS, SURVEY, SEQR FINDINGS STATEMENT, FEAF APPROVED DEVELOPMENT PLAN AND PROPOSED AMENDMENT TO SEQR FINDINGS STATEMENT
Received May 22, 2026

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: Site plan shows one fire protection main to be used. Sprinkler & fire fighting. Two mains in different streets are requir per Amherst Chiefs Assoc. & the authority having jurisdict for

General comments relative to your agency interests: This ensures that if a main breaks the sprinkler systems & hydrants will s have water & it prevents a single event from compromising both supplies.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: KRISTA HALT

Signature: Krista Halt **Date:** 7/8/26

SM/ac
Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-06_F_Rev_Transmittal_060126.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Chiara Solveson, Paralegal
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Mark Romanowski, Rupp Pfalzgraf LLC, 1600 Liberty Building, 424 Main St., Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst

Town of Amherst Planning Department

2026.021

Erie County, New York

Shawn A. Lavin
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
JUN 29 2026
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

June 17, 2026

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer *(see Planning copy)*
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Right-of-Way Agent (c/o Town Attorney)
Integrated Review Coordinator, ECDEP *(via email)*
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT *(via email)*
School District *(via email)*

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS FOR 17.13± ACRES OF LAND AT "MUIR WOODS," SITE B, **Z-2002-09_F**; PROPERTY LOCATED AT **770 JOHN JAMES AUDUBON PARKWAY**. 770 JJAP, LLC, PETITIONER.

REVISED SEQR FINDINGS STATEMENT & CONCEPT PLAN
Received June 16, 2026

REVIEW:

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2026 JUN 17 P 1:00

Do you agree with all statements made? YES, WITH CONDITION

If you do not, briefly state why: _____

General comments relative to your agency interests: UPDATED T.I.S. IS REQUIRED

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: CHRIS SCHREGEL

Signature: _____ **Date:** 6/29/26

SM/bf
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-06_F_Rev_Transmittal_061726.doc

cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Mark Romanowski, Rupp Pfalzgraf LLC, 1600 Liberty Building, 424 Main St., Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

RECEIVED
JUN 16 2026
TOWN OF AMHERST
BUILDING DEPT

Town of Amherst Planning Department — Erie County, New York

Shawn A. Lavin
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM

June 17, 2026

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer *(see Planning copy)*
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Right-of-Way Agent (c/o Town Attorney)
Integrated Review Coordinator, ECDEP *(via email)*
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT *(via email)*
School District *(via email)*

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS FOR 17.13± ACRES OF LAND AT "MUIR WOODS," SITE B, **Z-2002-09_F**; PROPERTY LOCATED AT **770 JOHN JAMES AUDUBON PARKWAY**. 770 JJAP, LLC, PETITIONER.

REVISED SEQR FINDINGS STATEMENT & CONCEPT PLAN
Received June 16, 2026

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 6/24/26

SM/bf
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-06_F_Rev_Transmittal_061726.doc

cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Mark Romanowski, Rupp Pfalzgraf LLC, 1600 Liberty Building, 424 Main St., Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Steven B. Bengart
Town Attorney

Samuel A. Alba
Senior Deputy Attorney

Sebastine Odiata
Senior Deputy Attorney

Catherine B. Dempsey
Town Prosecutor

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Supervising Paralegal

TO: **Scott A. Marshall, Principal Planner, Planning Department**

FROM: **Steven Bengart, Esq., Town Attorney, Right-of-Way Review**

DATE: **June 18, 2026**

RE: **Request to Amend Findings Statement for 17.13± Acres of Land at "Muir Woods," Site B [Z-2022-09_F]**

This office has reviewed the application and materials provided with your Memorandum dated June 1, 2026 and has the following comments:

1. The Petitioner is seeking an amendment of the Amended Findings Statement issued by the Town Board pursuant to the State Environmental Quality Review Act ("SEQRA") on October 15, 2024. Section 17B of the Amended Findings Statement set forth three potential development scenarios for the development of the portion of the overall Muir Woods property commonly referred to as Site B that includes the land subject to proposed project. The Petitioner has requested that a fourth development scenario be added to Section 17B of the Amended Findings Statement (Option 4) consisting of 197 units for student housing on the western portion of Site B (775 John James Audubon Parkway) and 160 single-family townhome residences on the eastern portion of Site B (770 John James Audubon Parkway).

2. The Town Board, as the lead agency pursuant to SEQRA will be responsible for determining whether the project is consistent with the Amended Findings Statement or if a Positive Declaration should be issued pursuant to SEQRA. The proposed fourth development scenario as described in the Application to amend the Amended Findings Statement represents a reduction of the project density as compared to Site B (Option 3) consisting of a maximum of 515 student housing units on the entire approximately 46 acres comprised of Site B.

3. The property consisting of the eastern portion of Site B was transferred from Parcel 2 Muir Woods Owner, LLC to 770 JJAP LLC via a deed recorded at the Erie County Clerk's Office on May 22, 2026 at Liber 11461 of Deeds at Page 2460. A copy of the recorded

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

deed is enclosed. There are various easements including drainage, public parking and the recreational trail that pertain to the property acquired by 770 JJAP LLC that must be finalized, reviewed for content and then recorded at the Erie County Clerk's Office based on previous approvals for Site B of the Muir Woods Project.

This office requests that the Planning Board include a condition in connection with its issuance of a recommendation to the Town Board stating as follows:

> "Petitioner shall be required to submit drafts of all required easements pursuant to project approvals issued for Site B of the Muir Woods Project to the Planning Department and Town Attorney's Office for review and approval of the content and form prior to the Town Board issuing a decision on the request to amend the Findings Statement. All required easements shall be recorded at the Erie County Clerk's Office by Petitioner prior to the Town Board issuing a decision on the request to amend the Findings Statement and recorded copies of all such required easements shall be provided by the Petitioner to the Planning Department and the Town Attorney's Office."

4. The project includes private roadways and other private infrastructure improvements. It will be necessary for both a sewage works corporation, and a water works corporation to be formed in connection with the future review of a Site Plan Application for the project.

5. The Petitioner shall be required to comply with all applicable mitigation measures as set forth in the Amended Findings Statement.

Enc.

cc: Douglas Gesel, Supervising Code Enforcement Officer [Via e-mail]
Brian J. Armstrong, EIT, Director of Engineering Services [Via e-mail]
Vaishali Reberholt, Assistant Town Engineer [Via e-mail]
Amy Carrato, Planning Department [Via e-mail]
Bryan Fadel, Planning Department [Via e-mail]
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Marc Romanowski, Esq., Rupp Pflazgraf LLC [Via e-mail]

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

ERIE COUNTY CLERK'S OFFICE

County Clerk's Recording Page

Return to:
BOX 139 SAD

Party 1:
PARCEL 2 MUIR WOODS OWNER LLC

Party 2:
770 JJAP LLC

Book Type: D Book: 11461 Page: 2460
Page Count: 6
Doc Type: DEED
Rec Date: 05/22/2026
Rec Time: 01:10:01 PM
Control #: 2026095248
UserID: Lynn L
Trans #: 26087412
Document Sequence Number
TT2025018888

Recording Fees:

RECORDING	$50.00
COE CO $1 RET	$1.00
COE STATE $14.25 GEN	$14.25
COE STATE $4.75 RM	$4.75
RP5217 CNTY $9	$9.00
RP5217 ST-NON RES $241	$241.00
TP584	$10.00

Consideration Amount: 2030000.00

BASIC MT	$0.00
SONYMA MT	$0.00
ADDL MT/NFTA	$0.00
SP MT/M-RAIL	$0.00
NY STATE TT	$8,120.00
ROAD FUND TT	$10,150.00

Total: $18,600.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Michael P. Kearns
Erie County Clerk

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Record and Return to: BOX 139 SAD

Premises commonly known as:
770 and 790 John James Audubon Parkway
Amherst, New York 14228

BARGAIN AND SALE DEED

THIS INDENTURE, made as of the 21st day of May, 2026

Between

PARCEL 2 MUIR WOODS OWNER, LLC
A Delaware limited liability company with an office
c/o Aspen Heights Partners
6001 W. Parmer Lane, Suite 370 #520A
Austin, Texas 78727

Grantor(s),

and

770 JJAP LLC
a New York limited liability company with an office at
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

Grantee(s),

WITNESSETH, that the Grantor, in consideration of One and More Dollars ($1.00 and more) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, all right title and interest of the Grantor in and to the following:

ALL THAT TRACT OR PARCEL OF LAND, set forth on Schedule A, annexed hereto.

Address: 770 and 790 John James Audubon Parkway, Amherst, New York
SBL Nos. 41.05-3-9 and 41.05-3-9A

SUBJECT TO easements, covenants, and restrictions of record, if any.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to said premises.

TOGETHER WITH all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors, and assigns forever.

95248
$203,000 K
V/L
Deed-5
Amh

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

AND the Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever. The Grantor covenants further that, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

THIS conveyance is not all or substantially all of the property of the party of Grantor and is made in the regular course of business actually conducted by the Grantor.

THE TERMS "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

[Remainder of Page Left Blank Intentionally]

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

IN WITNESS WHEREOF, the Grantor hereunto set its hand and seal the day and year first above written.

IN PRESENCE OF: **Grantor:**

PARCEL 2 MUIR WOODS OWNER, LLC

By: X_____ (L.S.)
Greg Henry, Authorized Signatory

STATE OF TEXAS)
COUNTY OF Travis) ss.:

On the 14th day of ~~April~~ May 18 in the year 2026, before me, the undersigned notary public, personally appeared **Greg Henry,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[SEAL]

VERONICA BUNTON
Notary Public, State of Texas
Comm. Expires 04-19-2027
Notary ID 134313526

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York, being part of Lots 70 & 76, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at the southeast corner of lands shown a map of Pleasant Acres Subdivision Part III filed in the Erie County Clerk's Office under Map Cover 2305;

THENCE: south 01° 06' 07" east, through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's Office in Liber 11307 of Deeds at page 4915 on a southerly extension of the east line of said Map Cover 2305, a distance of 867.36 feet to a point on the northerly line of the Lockport Expressway Section II;

THENCE: along said northerly line the following four (4) courses and distances:

1) Northeasterly along a curve to the right having a radius of 6848.00 feet an arc distance of 320.18 feet
to a point of tangency, said curve having a chord bearing of north 71° 57' 48" east and chord distance
of 320.18 feet;
2) North 75° 02' 22" east a distance of 970.22 feet to a point;
3) North 89° 19' 05" east a distance of 65.19 feet to the POINT OF BEGINNING;
4) North 89° 19' 05" east a distance of 283.28 feet to a point;

THENCE:

through the lands conveyed to Ciminelli Muir Woods LLC by deed recorded in the Erie County Clerk's office in Liber 11307 of Deeds at page 4915 the following twenty four (24) courses and distances:
1) North 00° 48' 16" east a distance of 59± feet to the water's edge of an existing lake;
2) Northerly along said water's edge a distance of 1260± feet to a point, having a tie bearing of north 27°
16' 47" east and a tie distance of 955.90 feet to a point;
3) South 64° 16' 09" west, a distance of 431± feet to a point;
4) North 74° 27' 37" west a distance of 80.87 feet to a point;
5) North 03° 30' 13" east, a distance of 172.77 feet to a point;
6) North 63° 26 06" west, a distance of 52.67 feet to a point;
7) North 23° 46' 20" west, a distance of 181.16 feet to a point;
8) North 78° 51' 41"west, a distance of 69.61 feet to a point;
9) North 89° 49' 30" west, a distance of 271.66 feet to a point;
10) South 00° 10' 14" east, a distance of 209.30 feet to a point;
11) North 89° 49' 30" west, a distance of 100.76 feet to a point;
12) South 08° 37' 11" west, a distance of 76.97 feet to a point;

13) South 15° 39’ 45" east, a distance of 101.72 feet to a point;
14) South 20° 49’ 49" west: a distance of 47.62 feet to a point;
15) North 77° 19’ 06” east, a distance of 70.23 feet to a point;
16) North 12° 40' 54” west, a distance of 239.78 feet to a point of curvature;
17) Southeasterly along a curve to the left having a radius of 60.00 feet an arc distance of 93.59 feet to a
point of tangency;
18) North 76° 27' 34" east, a distance of 13.07 feet to point;
19) South 14° 08’ 19” east, a distance of 60.00 feet to a point;
20) South 75° 59’ 49" west, a distance of 10.91 feet to a point of curvature;
21) Southwesterly along a curve to the left having a radius of 60.00 feet an arc distance of 96.27 feet to a
point of tangency;
22) South 15° 55’ 54" east, a distance of 226.72 feet to a point;
23) South 58° 37’ 36” east, a distance of 52.08 feet to a point;
24) South 19° 51' 29" east, a distance of 59.50 feet to the point or place of beginning

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

RECEIVED
JUN 16 2026
TOWN OF AMHERST
PLANNING DEPT.

Amherst

Town of Amherst Planning Department — *Erie County, New York*

RECEIVED
Williamsville Central School District
JUN 05 2026
Asst Superintendent for
Finance & Management Services

Shawn A. Lavin
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM June 1, 2026

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer *(see Planning copy)*
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Steven Bengart, Town Attorney (Local Law Only)
Right-of-Way Agent (c/o Town Attorney)
Integrated Review Coordinator, ECDEP *(via email)*
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT *(via email)*
School District *(via email)*

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS FOR 17.13± ACRES OF LAND AT "MUIR WOODS," SITE B, **Z-2002-09_F**; PROPERTY LOCATED AT **770 JOHN JAMES AUDUBON PARKWAY**. 770 JJAP, LLC, PETITIONER.

AMENDED/REVISED
APPLICATION, REVISED PLANS, EXHIBITS, SURVEY, SEQR FINDINGS STATEMENT, FEAF APPROVED DEVELOPMENT PLAN AND PROPOSED AMENDMENT TO SEQR FINDINGS STATEMENT
Received May 22, 2026

REVIEW:

Do you agree with all statements made? NO COMMENT.

If you do not, briefly state why: _____

General comments relative to your agency interests: THIS IS TO PROVIDE NOTICE THAT THE WILLIAMSVILLE CENTRAL SCHOOL DISTRICT WILL ADHERE TO ITS ESTABLISHED POLICIES, INCLUDING TRANSPORTATION SERVICES.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: CHRIS MCGINLEY

Signature: CLMCG **Date:** 06/09/2026

SM/ac
Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-06_F_Rev_Transmittal_060126.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Chiara Solveson, Paralegal
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Mark Romanowski, Rupp Pfalzgraf LLC, 1600 Liberty Building, 424 Main St., Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

June 10, 2026

Erik Wagner
770 JJAP, LLC
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

SUBJECT:	Audubon Amendment Request	**Z-2002-09_F**
	Request:	To Amend the Certification of Amended Findings for the "Muir Woods" Development
	Property located at:	**770 John James Audubon Parkway**
	Revised application received:	May 22, 2026
	Representative:	Rupp Pfalzgraf, LLC

Dear Mr. Wagner,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This department's review is not to be construed as endorsement or approval of the concept plan or that it complies with the requirements of §203 or §204 of Town Code.

2. Note that any SEQR-related issues raised during the review process for this request not previously addressed in the EIS or covered in the Certification of Amended Findings for Muir Woods dated October 15, 2024, must be addressed prior to action by the Town Board.

3. Provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us.

Very truly yours,

Scott A. Marshall
Principal Planner

DH/SM/bf
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-09_F_Pln_Dpt_Rvw_06102026.doc

cc: Marc Romanowski, 1600 Liberty Building, 424 Main Street, Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst

2026.021

Town of Amherst Planning Department

Erie County, New York

Shawn A. Lavin
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM

June 1, 2026

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer *(see Planning copy)*
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberhold, Assistant Town Engineer
Steven Floss, Highway Superintendent/Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Steven Bengart, Town Attorney (Local Law Only)
Right-of-Way Agent (c/o Town Attorney)
Integrated Review Coordinator, ECDEP *(via email)*
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT *(via email)*
School District *(via email)*

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE SEQR CERTIFICATION OF FINDINGS FOR 17.13± ACRES OF LAND AT "MUIR WOODS," SITE B, **Z-2002-09_F**; PROPERTY LOCATED AT **770 JOHN JAMES AUDUBON PARKWAY**. 770 JJAP, LLC, PETITIONER.

AMENDED/REVISED
APPLICATION, REVISED PLANS, EXHIBITS, SURVEY, SEQR FINDINGS STATEMENT, FEAF APPROVED DEVELOPMENT PLAN AND PROPOSED AMENDMENT TO SEQR FINDINGS STATEMENT
Received May 22, 2026

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: DSCA will be required.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.)

Please call the Planning Department if additional information is required (631-7051).

Print Name: Vaishali Reberholt

Signature: _____ **Date:** 6/4/26

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2026 JUN -2 P 2:09

SM/ac
Current_Planning/Files/Rezonings/2002/Z-2002-09_F_(770_John_James_Audubon_Pkwy_Muir_Woods)_2026/Z-2002-06_F_Rev_Transmittal_060126.doc

cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Chiara Solveson, Paralegal
Erik Wagner, 770 JJAP LLC, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Mark Romanowski, Rupp Pfalzgraf LLC, 1600 Liberty Building, 424 Main St., Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: June 2, 2026

SUBJECT: Request to amend the SEQR Certification of Findings for 17.13± acres of land **at "Muir Woods", Site B, Z-2002-09_F**
Property Location: 770 John James Audubon Pkwy
Petitioner: 770 JJAP, LLC

AMENDED/REVISED APPLICATION, REVISED PLANS, EXHIBITS, SURVEY, SEQR FINDINGSSTATEMENT, FEAF APPROVED DEVELOPMENT PLAN AND PROPOSED AMENDMENT TO SEQR FINDINGS STATEMENT

No concerns with request

cc: Erik Wagner, Ciminelli Real Estate, 50 Fountain Plaza, Suite 500, Buffalo, NY 14202
Marc Romanowski, 1600 Liberty Building, 424 Main Street, Buffalo, NY 14202

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Thursday, March 26, 2026 1:52 PM
To: Fadel, Bryan
Subject: RE: Request to Amend SEQR Certification Findings (Z-2002-09F) 770 John James Audubon Parkway NYSDOT Comments 2026-37

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Bryan,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for the Industrial Shops Project at 770 John James Audubon Parkway and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- NYSDOT has no additional comments – this site was previously permitted

Alyssa Schoenfeldt

From: Fadel, Bryan <bfadel@amherst.ny.us>
Sent: Friday, February 27, 2026 4:06 PM
To: Hall, David (ERIE) <david.hall@erie.gov>; dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>; dec.sm.DEP.R9 <DEP.R9@dec.ny.gov>; Hacker, Garrett (ERIE) <garrett.hacker@erie.gov>; 'ctmcgin@williamsvillek12.org' <ctmcgin@williamsvillek12.org>; 'mginestre@sweethomeschools.org' <mginestre@sweethomeschools.org>
Cc: dmingoia@amherstida.com; 'dcopeland@roadrunner.com' <dcopeland@roadrunner.com>
Subject: Re: Request to Amend SEQR Certification Findings (Z-2002-09F)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Please review the subject attached project and advise the Planning Department of any recommendations and/or requirements. Digital versions of the site plan materials may be viewed and/or downloaded from: https://www.amherst.ny.us/content/development_projects_pending.php

--
Bryan
Town of Amherst Planning Department
5583 Main Street, Williamsville, NY 14221
(716) 631-7051

SCAM ALERT
The Town of Amherst will never request payments via email links or wire transfer. All fees for planning and zoning board applications, and building permit applications must be paid by personal check or money order made out to the Town of Amherst and paid at the Town of Amherst Clerk's Office at the time of

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

*application submittal. Receipts for payment are then delivered to the Planning Department and Building Department for each respective application. Official town emails will only come from @**amherst.ny.us** addresses.*

If you receive an email requesting online payment for a planning or zoning board application, contact the Amherst Planning Department at 716-631-7051 before responding. If you receive an email requesting online payment for a building permit application, contact the Amherst Building Department at 716-631-7080 before responding.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Dave Mingoia <DMingoia@amherstida.com>
Sent: Saturday, February 28, 2026 5:50 PM
To: Fadel, Bryan
Subject: RE: Re: Request to Amend SEQR Certification Findings (Z-2002-09F)

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Bryan – we are all set.

David S. Mingoia, CEcD
Executive Director/CEO
Town of Amherst Industrial Development Agency
4287 Main Street
Amherst, New York 14226
(716)250-0360
www.AmherstIDA.com

From: Fadel, Bryan <bfadel@amherst.ny.us>
Sent: Friday, February 27, 2026 4:06 PM
To: David Hall <David.Hall@erie.gov>; NYSDOT <dot.sm.r05.SEQR@dot.ny.gov>; 'Dep.r9@dec.ny.gov' <Dep.r9@dec.ny.gov>; Garrett Hacker <Garrett.hacker@erie.gov>; 'ctmcgin@williamsvillek12.org' <ctmcgin@williamsvillek12.org>; 'mginestre@sweethomeschools.org' <mginestre@sweethomeschools.org>
Cc: Dave Mingoia <DMingoia@amherstida.com>; 'dcopeland@roadrunner.com' <dcopeland@roadrunner.com>
Subject: Re: Request to Amend SEQR Certification Findings (Z-2002-09F)

Please review the subject attached project and advise the Planning Department of any recommendations and/or requirements. Digital versions of the site plan materials may be viewed and/or downloaded from: https://www.amherst.ny.us/content/development_projects_pending.php

--
Bryan
Town of Amherst Planning Department
5583 Main Street, Williamsville, NY 14221
(716) 631-7051

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Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

*Department for each respective application. Official town emails will only come from @**amherst.ny.us** addresses.*

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Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

NFTA-METRO
Serving Buffalo Niagara

181 Ellicott Street
Buffalo, New York 14203
716-855-7300
Fax: 716-855-7657
TDD: 855-7650
www.nfta.com

March 18, 2026

Daniel J. Ulatowski, AICP
Assistant Planning Director/ZEO
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Proposed Amendment to Finding Statement – 770 John James Audubon Parkway

Dear Mr. Ulatowski:

On behalf of the Niagara Frontier Transit Metro System, Inc. (Metro), thank you for the opportunity to serve as an Interested Agency for the proposed amendment to the Finding Statement for the property located at 770 John James Audubon Parkway, Amherst, New York prepared pursuant to the State Environmental Quality Review Act (SEQRA). This property and 775 John James Audubon Parkway comprise what is commonly referred to as "Site B" of the Muir Woods Development Plan. As part of the amended Finding Statement, a fourth development option (Option 4) would be added which would allow for the construction of 160 single-family residential units on the eastern portion of Site B.

Based on our review of the Applicant's proposed amendment to the prior Finding Statement for Site B, Metro respectfully offers the following background information to clarify our interest in the Muir Woods Development Plan, as well as additional comments for consideration.

Buffalo-Amherst-Tonawanda Corridor Transit Expansion Project

Metro operates a 6.4 mile light-rail transit line with service along Main Street in Buffalo, New York from Downtown Buffalo to the State University of New York, University at Buffalo (UB) South Campus. As part of the Buffalo-Amherst-Tonawanda Corridor Transit Expansion Project (the Project), Metro is proposing to expand high-capacity transit service from the current terminus at the Metro Rail University Station on the UB South Campus, to Tonawanda and Amherst, New York, including connections to the UB North Campus and Interstate 990 (I-990).

On February 20, 2026, the Federal Transit Administration (FTA), as lead Federal agency, in coordination with Metro, published a Notice of Availability of a combined Final Environmental Impact Statement (FEIS)/Record of Decision (ROD) and Section 4(f) Evaluation for the Project pursuant to the National Environmental Policy Act (NEPA). The ROD memorialized FTA's review of the Project and reaffirmed Metro's selection of the Light-Rail Transit (LRT) Build Alternative as the Locally Preferred Alternative for advancement to future design and construction phases. More information on the FEIS and FTA's ROD can be found at the following link: Final EIS - NFTA Metro.

Proposed I-990 Station and Light-Maintenance/Storage Facility

Based on the results of the comprehensive alternatives analysis and Federal environmental review process conducted for the Project, Metro has identified a portion of the Site B property directly north of the I-990 and John James Audubon Parkway interchange as the preferred location for the terminus of the proposed light-rail extension,

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

including an ADA-compliant station platform with pedestrian access, commuter park and ride lot, power substation, and overnight light-rail vehicle light-maintenance/storage facility with employee parking. This location was identified due to the availability of space to support the above light-rail operations, close proximity to the revenue-service portion of the Project, and convenient access for potential riders residing in the Buffalo Northtowns. An updated Conceptual Site Layout that depicts the proposed transit facilities for Site B is included with this letter as **Attachment A**.

Agency Coordination

Throughout the planning and environmental review processes for both projects, Metro has coordinated with the Town of Amherst (the Town) and representatives from the Muir Woods ownership, engineering, and property management groups to identify mutually beneficial opportunities for achieving the goals of each project and maximizing benefits to the public. This included exploring options for integrating the proposed transit facilities within the Muir Woods Conceptual Site Plan.

In 2019, the Town submitted a Break-in-Access Application to the New York State Department of Transportation (NYSDOT) to extend John James Audubon Parkway north of the I-990 interchange. As part of the Muir Woods Conceptual Site Plan included with the application, a portion of Site B was reserved for light-rail transit operations and related infrastructure, including a station, park and ride lot, and facilities for the storage of light-rail vehicles and routine light-maintenance activities. On June 18, 2019, Metro submitted a letter to NYSDOT expressing support for the Town's Break-in-Access application, citing previous collaboration between Metro and the developer on the proposed use of the property for student housing and future light-rail transit operations.

Comments on the Proposed Finding Statement Amendment

Metro provides the following comments as they relate to the proposed amendment to the previous Finding Statement for the development of Site B:

1. Based on a review of the revised Site B "East" Conceptual Development Plan provided by the Applicant in Exhibit A of the submission package, no consideration is given for the potential extension of light-rail service and operations on the site. Further, there is no space set aside within the Conceptual Development Plan for light-rail infrastructure and facilities including light-rail tracks, station platform, park and ride lot, power substation, and overnight light-maintenance/storage facility with employee parking as identified in the Town's 2019 Break-in-Access Application. Metro requests consideration for these transit elements be included in the amended Finding Statement and corresponding Conceptual Development Plan for Option 4.

2. The development proposal for Option 4 as set forth in Exhibit A calls for the construction of 160 single-family residential units on the eastern portion of Site B. This proposal represents a significant reduction in density from prior development scenarios reviewed and approved by the Town in Amended Finding Statement No. 51. Metro encourages the Applicant to consider a higher density, mixed-use transit-oriented development plan for the site to maximize economic and ridership potential.

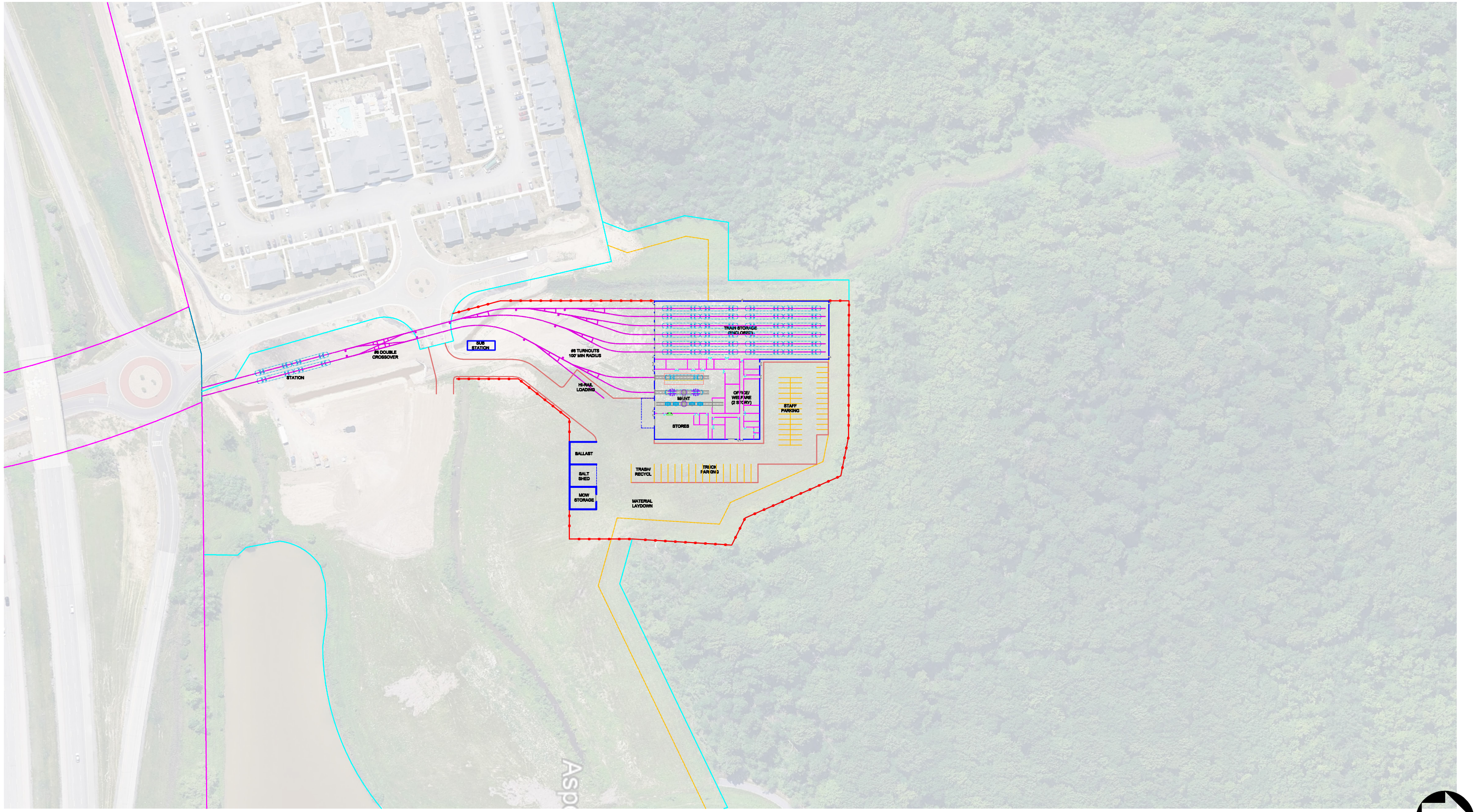
3. As the review process for the proposed Finding Statement amendment moves forward, Metro requests the opportunity to meet with the Town and the Applicant to discuss opportunities for including light-rail infrastructure and facilities in the revised Site B "East" Conceptual Development Plan that would support future transit service and operations on the property.

Thank you again for the opportunity to comment on the proposed amendment to the Finding Statement for the subject property. If you have any questions regarding our comments, please feel free to contact me directly at 716-855-7382 or Jeffery.amplement@nfta.com.

Sincerely,

Jeffery Amplement
Planning Project Manager
NFTA-Metro

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James



DESIGNED BY	M. GEYER
DRAWN BY	M. GEYER
CHECKED BY	–
IN CHARGE	–

SUBMITTED

NFTA–METRO
ASPEN HEIGHTS
CONCEPTUAL SITE LAYOUT
STUB–ENDED YARD

CONTRACT NO	–
DRAWING NO	–
REV	
SCALE	1" = 80'
SHEET NO	–

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James Audubon Parkway)

Carrato, Amy

From: Long Nguyen <long.nguyen11288@gmail.com>
Sent: Thursday, June 11, 2026 8:23 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public comment - Z-2002-09_F (Muir Woods Site B, Option 4), 770 John James Audubon Parkway

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Marshall and members of the Planning Board,

I'm writing about the proposed amendment to the Muir Woods Certification of Findings (Z-2002-09_F) that would add "Option 4" to allow a 160-unit townhome development on the eastern portion of Site B at 770 John James Audubon Parkway. Please enter this into the record. I'm asking the Board to do the analysis the law and the Town's own findings require before recommending approval, and to make these items conditions of any approval.

First, the draft findings dispose of the supplemental-review question by comparing unit counts, not impacts. The draft determination states that no Supplemental GEIS is required because 160 units is "well below the density thresholds" of the 192 units studied under Option 2. But SEQR does not turn on whether the unit count went down. It turns on whether the proposed action may have one or more significant adverse environmental impacts that were not adequately addressed in the prior review. Option 4 is, in the applicant's own words, a use "not previously contemplated." It is a for-sale townhome community, not the office, commercial, or student-housing scenarios that were actually studied. Under 6 NYCRR 617.10(d)(4), a supplement to the generic environmental review must be prepared where a later action was not adequately addressed and may have significant adverse impacts. A finding that rests on "160 is fewer than 192" is not the hard look at impacts the regulation requires. I'd ask the Board to require that supplemental review before recommending approval.

The applicant's own Full Environmental Assessment Form identifies exactly the kind of impacts that warrant that review. By the FEAF: the project creates 7.3 acres of new impervious surface on the parcel; stormwater is directed to on-site facilities that, per the governing findings, discharge into the existing 32-acre lake; the receiving water is Ellicott Creek, which the FEAF confirms is on the State's list of impaired waterbodies for total phosphorus; the site sits in both the 100-year and 500-year floodplain; the soils are poorly drained; and the site is within a State-designated archaeologically sensitive area. The FEAF also shows the developer did not commit to minimizing impervious surface or reusing stormwater. These are the applicant's own admissions, and they are precisely what a supplemental review exists to evaluate.

On wildlife specifically, the assessment form lists only "suburban species" and relies on a Natural Heritage Program records check rather than a field survey of the site. I regularly observe great blue herons on the lake immediately adjacent to this parcel. A no-impact finding for a site that includes and drains to a 32-acre lake, and adjoins preserved wetlands, appears to rest on a desktop database check rather than any actual field observation of the water feature these birds use. That is a further reason the Board should require a current, site-specific review before acting.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

This concern is underscored by the Town's own wetlands interpretive signage installed along the trail at the northern edge of this site. One sign, titled "The Importance of Wetlands" and footed "Protected Wetlands at Muir Woods," states that these wetlands provide "wildlife habitat, endangered species habitat," and that "many species of birds and mammals rely heavily on wetlands for food, water and shelter, especially during migration and breeding." It is difficult to reconcile that description with a simultaneous finding that a 160-unit development draining to these same wetlands and the adjacent lake has no environmental impact warranting any further review. A second sign at the site warns that invasive species spread aggressively into "newly created habitat, such as wetland mitigation" and disturbed ground, which is precisely the condition this construction and its drainage work would create next to those wetlands. I'd ask that the supplemental review include a current field survey of the site and the adjacent wetland and lake corridor, including migratory and breeding bird use, rather than relying on the existing desktop records check.

Second, on traffic, the Town's own findings require an updated study now. Section 8.D of the Certification of Findings states that the Traffic Impact Study "will be updated" upon "Completion of Phase I development, defined as full build-out of Site B." Option 4 is the full build-out of Site B: 197 student units already built on the west, plus 160 townhomes proposed on the east. The traffic baseline the Town is still relying on is the Stantec study dated March 2003 and updated in 2005. I'd ask the Board to require the updated, independent Traffic Impact Study its own findings call for, analyzing current peak-hour conditions cumulatively with the now-occupied Aspen Heights development, before acting. The findings themselves also note a planned NFTA light-rail terminus on Site B, which is a further changed circumstance bearing on traffic and access.

Third, the county referral. The parcel's southern boundary runs along the northerly line of the Lockport Expressway (Interstate 990), as the application's own legal description states. Because the action affects property within 500 feet of a state expressway right-of-way, it must be referred to the Erie County Planning Board under General Municipal Law 239-m before final action. I'd ask the Board to confirm on the record that this referral has been made and to place the county's response, or proof that the 30 days have run, in the file before any vote. If the county recommends modification or disapproval, my understanding is the Board can only act contrary to that recommendation by a vote of a majority plus one of all its members, with written reasons.

Finally, on stormwater specifically, I'd ask that any recommendation be conditioned on a current Stormwater Pollution Prevention Plan that meets the 2015 New York State Stormwater Management Design Manual and its updated rainfall data, that models runoff cumulatively with the existing Aspen Heights development rather than this lot in isolation, and that addresses the cumulative effect on the lake and on downstream Ellicott Creek given the 7.3 acres of new impervious surface and the absence of new stormwater-quantity detention noted in the findings.

I'd also ask, since the plans clear nearly the entire vegetated parcel, for an inventory of the trees and vegetation being removed and a removal-versus-replacement accounting before the Board acts.

Please confirm in writing that this comment has been entered into the record. Thank you for your time.
Sincerely,
Long Nguyen
255 Sierra Drive, Amherst NY, 14228
long.nguyen11288@gmail.com / 315-350-6289

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: S <scdispenza@gmail.com>
Sent: Friday, June 12, 2026 8:52 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public Comment on Z-2002-09_F – Please Enter Into the Record

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Marshall,

I am writing to submit a public comment regarding file number Z-2002-09_F. Please enter this email into the official record and confirm in writing that it has been received.

My primary concern about the proposed 160 townhome development at 770 John James Audubon Parkway is the loss of green space and the impact this would have on the surrounding ecosystem. The wooded 17 acre parcel is not just vacant land; it is a functioning natural buffer that protects the lake, wetlands, and trail system. Once this tree canopy is removed, it cannot be replaced in any meaningful timeframe.

Green space plays a critical role in filtering stormwater, reducing runoff, and preventing pollutants from entering connected waterways. Increasing hard surfaces and reducing natural vegetation will lead to more trash, debris, and contaminants washing into the lake and wetlands during storms. These areas are already sensitive, and additional stress could degrade water quality, harm wildlife, and disrupt the ecological balance that residents value.

This development would also increase the volume of household waste, litter, and stormwater borne pollutants in an area that currently benefits from minimal human impact. The cumulative effect of clearing trees, adding impervious surfaces, and introducing dense residential activity so close to protected wetlands raises serious long term environmental concerns.

I urge the Town to consider the irreplaceable value of this green space and the potential harm to the water systems and natural habitats that depend on it.

Thank you for your attention to this matter.

Sincerely,

Samantha Dispenza

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Spencer Casselberry <spencercasselberry@yahoo.com>
Sent: Friday, June 12, 2026 9:15 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public Comment on Z-2002-09_F – Please Enter Into the Record

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Hello,

I'm writing to express my opposition to the proposed 160-unit townhome development planned for the wooded lot near 770 John James Audubon Parkway . This project would remove one of the last natural buffers in our area, increasing water runoff, reducing wildlife habitat, and putting additional strain on already-stressed drainage systems.

The added traffic from a development of this size would also worsen congestion and create safety concerns for current residents. These environmental and infrastructure impacts are not something I want to see happen to our community.

Please enter this email into the official record and provide written confirmation of receipt.

Thank you,

Spencer Casselberry

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Najmul Azam <najamulazam@gmail.com>
Sent: Friday, June 12, 2026 9:21 AM
To: Marshall, Scott; PlanningDepartmentEmailDL
Subject: File number in it: Z-2002-09_F - Proposal to build 160 townhomes on the wooded ~17-acre lot at 770 John James Audubon Parkway

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Hi Mr. Marshall,

While I fully agree that there should be ample residential quarters available in the area, yet making their way by destroying nature is never a good idea. This entire area is a hot place because of these wetlands and jungles, every day I watch different species of birds and animals, people come to walk in this healthy environment that is now depleting rapidly. I thought we should not contribute to it as much as we can.

I therefore strongly oppose the idea, on the basis of heavy traffic, drainage and flooding problems, the lake and wetlands diminishing by trees being cleared, and wildlife moving out of the area.

Kindly add my concerns to the record and confirm in writing that it has already been done.

Regards

Najmul Azam
96 Sierra Dr, Amherst, NY 14228

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Gustavo Timóteo <gustavo_arante@hotmail.com>
Sent: Friday, June 12, 2026 11:24 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public Comment: File Z-2002-09_F - Opposition to Proposed Townhome Development at 770 John James Audubon Parkway

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization.
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Dear Mr. Marshall and Members of the Town Planning Board,

I am writing as a local resident to formally express my strong opposition to the proposal to build 160 townhomes on the 17-acre wooded lot located at 770 John James Audubon Parkway (File Number: Z-2002-09_F).

Developing a high-density complex on this specific parcel raises several severe concerns for our community:

* **Environmental Impact & Wildlife:** This heavily wooded area sits directly adjacent to a lake, protected wetlands, and an established nature trail. Clearing these trees will permanently disrupt local wildlife habitats and irreversibly damage a crucial piece of natural green space in Amherst.

* **Drainage and Flooding:** Replacing 17 acres of absorbent woodland and natural soil with extensive impervious surfaces—such as roofs, driveways, and roads for 160 units—will significantly alter the area's hydrology. I am deeply concerned about the increased risk of severe drainage issues, runoff, and flooding for the surrounding properties and the adjacent lake ecosystem.

* **Traffic Infrastructure:** Adding a high-density residential development will introduce a substantial volume of daily vehicle trips to John James Audubon Parkway, compounding local traffic congestion and raising safety concerns for pedestrians and cyclists utilizing the nearby trails.
I kindly ask that this correspondence be formally entered into the official public record for this project. Additionally, please provide a written confirmation acknowledging receipt of this email and its inclusion in the record.

Thank you for your time, consideration, and your continued dedication to preserving the character and environmental integrity of our town.

Sincerely,

Gustavo Timoteo
Amherst, NY

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Dana Nguyen <dnguyen.tonks@gmail.com>
Sent: Friday, June 12, 2026 11:35 AM
To: Marshall, Scott; PlanningDepartmentEmailDL
Subject: Z-2002-09_F - Traffic Impact Study Required

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization.
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Hi Scott Marshall,

I am writing to request an updated Traffic Impact Study before the proposal to rezone & build on 770 John James Audubon Parkway, right next to the lake, the protected wetlands, and the nature trail.

The town's original 2003 master agreement explicitly states that once "Phase I development (defined as full build-out of Site B)" is completed, an updated Traffic Impact Study must be done.

The 197 student units at Aspen Heights are already built and fully occupied. Adding 160 townhomes officially triggers the "full build-out of Site B" clause in the town's own rules.

The 197 student units have already added hundreds of student vehicles, food delivery drivers, and Uber traffic to John James Audubon Parkway. The developer is relying on traffic data from 2003. Adding 160 townhome owners on top of 800+ college students using the exact same access points will cause absolute gridlock. By the town's own 2003 mandate, you are legally required to stop this vote until an updated, independent traffic study is conducted for the entire combined site.

Please enter this request in the record, and confirm that it has been entered in writing.

Thank you,
Dana Nguyen
255 Sierra Drive

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Sandra Dedo <sandra.dedo@gmail.com>
Sent: Friday, June 12, 2026 12:16 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL; Sandy
Subject: Public Comment – File Z-2002-09_F

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Mr. Marshall,

Please enter this comment into the record for File Z-2002-09_F and confirm receipt in writing.

I am concerned about the proposal to construct 160 townhomes on the wooded property at 770 John James Audubon Parkway.

My primary concerns are:

- **Traffic and safety:** Adding 160 homes could significantly increase vehicle traffic on nearby roads and intersections. I would like to see a thorough traffic impact analysis, including effects during peak commuting hours and impacts on pedestrian and bicycle safety.
- **Stormwater management and flooding:** The site is adjacent to wetlands and a lake. Replacing a large wooded area with development may increase runoff and reduce natural water absorption. I am concerned about potential impacts on flooding, erosion, and water quality in surrounding areas.
- **Wetland and wildlife impacts:** The property currently provides habitat for wildlife and serves as a buffer around sensitive natural resources. I would like the Town to carefully evaluate the effects on local wildlife, migratory species, and the long-term health of nearby wetlands.
- **Loss of mature trees and green space:** Once mature woodland is cleared, it cannot be easily replaced. The environmental and community benefits of existing trees—including habitat, stormwater absorption, carbon storage, and visual character—should be fully considered before approving development at this scale.

I respectfully request that the Town ensure a comprehensive environmental review is completed and that all potential impacts to traffic, drainage, wetlands, wildlife, and surrounding residents are thoroughly evaluated before any approvals are granted.

Thank you for your consideration.

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Sincerely,

Sandra Dedo

234 Sierra Drive

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Robert Macvittie <robmacvit123@gmail.com>
Sent: Friday, June 12, 2026 12:36 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public Comment – Z-2002-09_F – 770 John James Audubon Parkway

Follow Up Flag: Follow up
Flag Status: Flagged

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Scott Marshall / Town of Amherst Planning Board,

Please enter this email into the public record for Z-2002-09_F, 770 John James Audubon Parkway, and confirm receipt in writing.

I am opposed to the proposed 160-townhome development at this location. I live in the immediate area and believe this proposal would further overburden a corridor that has already seen major development, including the student housing/college-style complex nearby.

My concerns include increased traffic, pedestrian activity, noise, drainage/flooding impacts, loss of wooded land, effects on nearby wetlands and wildlife, and the cumulative impact of adding another dense residential project next to the lake, trail, and preserve area.

I am also concerned that the review relies on prior development assumptions and mitigation measures that may not reflect current conditions after the nearby student housing project was built. Before any approval, I request that the Town require updated traffic, drainage, wetland, environmental, and cumulative-impact review based on current real-world conditions.

Please deny, table, or require a much more complete review of this proposal before allowing any further development.

Sincerely,

Robert MacVittie

198 Sierra Drive, Buffalo, 14228

716-249-7069

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Kaitlyn Brown <kaitlynadambrown@gmail.com>
Sent: Friday, June 12, 2026 6:21 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Townhomes 770 John James Audubon File Z-2002-09_F

CAUTION: This email originated from outside of the organization.
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Hello Scott,

I am writing in regard to the proposed town homes at 770 John James Audubon Parkway (File Z-2002-09_F). As a resident of Amherst, I have many concerns regarding the development of these 160 townhomes.

For starters, when we moved to this area we were led to believe (by Ryan Homes themselves) that the land would be a beautiful nature path connecting to the previously existing Amherst bike path. We have already seen the addition of the student housing complex and with the addition of these 160 townhomes there will be almost nothing left of this nature path. We were also led to believe that this land off the nature path is protected wetlands. I strongly believe that this land should be left alone. There are many protected wildlife in this area, including the Canadian geese and bald eagles. Destruction of this land will surely disrupt their homes and habitat.

Secondly, I am very concerned about the increased traffic that these townhomes will cause. There is already housing being built on Dodge Rd next to the fire hall. This housing is approximately one mile from the proposed 160 townhomes. There will be a huge influx between both of these building projects. We already have overcrowding within the elementary school- new teachers were added this year for Kindergarten (and many teachers quit this year). How can the school even support this many new families?

Please confirm to me in writing that this will be added to the record.

Best Wishes,

Kaitlyn Brown

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Kristina Fitzsimmons <koppee724@hotmail.com>
Sent: Friday, June 12, 2026 6:36 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Town planning File number Z-2002-09_F

Follow Up Flag: Follow up
Flag Status: Flagged

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To Whom it May Concern,
I am writing regarding the proposal for 160 townhouses at 770 John James Audobon Parkway. As an Amherst resident, I find this very concerning for multiple reasons. Particularly regarding the preservation of green space and how it impacts the wildlife in the area. The over development of this town needs to stop. We should not be sacrificing our environment for another large corporation to make a dollar. I ask that this concern be entered into the record and have it confirmed so, in writing.
Thank you for your consideration.

Kristina Fitzsimmons

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Brian Sedar <bmsedar@buffalo.edu>
Sent: Monday, June 15, 2026 7:47 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public comment - Z-2002-09_F—-Muir Woods Site B, Option 4

Follow Up Flag: Follow up
Flag Status: Flagged

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Mr. Marshall and the members of the planning board,

I am writing to you guys about the proposed amendment to Z-2002-09_F, that would allow 160 townhomes to be built at 770 John James Audubon parkway. Please enter this into record.

I have a lot of concerns with multiple aspects of this proposal including wildlife, traffic, safety, and storm water that will drain into the pond that resides at Muir Woods already.

First, the ponds waterway goes behind my house and already gets high when there is a lot of rain. With the added water from all the parking lots, what if the water overflows into my yard? I have a pool, what if the water washes away the gravel under my concrete ? Who would be liable in this situation?

I find it kind of comical that the newly placed signs explaining how important it is to save the wetlands of Muir Woods only to pivot building 160 new townhomes that will completely wipe away a big portion of the wetlands.

Since the apartment complex was built on another portion of Muir Woods , I have seen a huge uptick in traffic on the 990. I have personally witnessed multiple close calls on the 290/190 exchange and merging onto the 990. With 160 new townhomes I believe the safety of the 990 must be considered.

Wildlife- one of the greatest aspects of living in Muir Woods is the wildlife. I have families of deer that live in my backyard. I walk the trail that will lead to the newly proposed townhomes, and I frequently see large blue herons on that land, more deer and so many Canadian geese. I find it so sad that these animals will be displaced and be forced to find new homes.

Thank you so much for listening and for your well thought out plans to protect the land around our houses!

Brian Sedar

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Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Paul Dispenza <phd1010@icloud.com>
Sent: Monday, June 15, 2026 8:30 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public Comment on Z-2002-09_F – Please Enter Into the Record

CAUTION: This email originated from outside of the organization.
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Dear Mr. Marshall,

I am submitting a public comment on file number Z-2002-09_F. Please include this message in the official record and confirm that it has been received.
I am concerned about the proposed development at 770 John James Audubon Parkway, not only because of the environmental impact on the surrounding green space, but also because of the strain it would place on the Town's existing infrastructure. The wooded acreage currently acts as a natural filter for stormwater and helps protect the nearby lake and wetlands from runoff. Removing this buffer will increase the amount of debris, trash, and pollutants that flow directly into these sensitive water systems.
In addition to the environmental concerns, I am worried about the capacity of the public sewage system. Much of the infrastructure in this part of Amherst is already aging, and adding 160 new units will significantly increase the load on sewer lines that were not designed for this level of density. When sewer systems are pushed beyond their limits, the result is often backups, overflows, and additional contamination entering waterways during heavy rain events. This is especially concerning given the proximity to wetlands and the lake.
The combination of increased runoff, reduced natural filtration, and added pressure on older sewer infrastructure creates a real risk of long-term damage to the water quality and the surrounding ecosystem. These issues deserve careful consideration before any decisions are made.
Thank you for taking the time to review this comment.

Sincerely,
Paul Dispenza

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Maura Pidanick <mesp719@icloud.com>
Sent: Monday, June 15, 2026 8:42 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Public comment on Z-2002-09_F

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Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Marshall,

I am writing to provide a public comment on file number Z-2002-09_F. Please include this message in the official record and confirm that it has been received.

One of my major concerns about the proposed 160 townhome development at 770 John James Audubon Parkway is the impact it will have on traffic patterns in the surrounding neighborhoods. Traffic has already increased noticeably in recent years, and drivers have begun using the Muir Woods preserve area as a cut through between North French and Campbell. This has created a dangerous situation for families who live nearby, especially for children who play outside or walk along the trail entrances.
The preserve was never intended to function as an alternative roadway, yet the amount of cut through traffic has grown to the point where it is already a safety issue. Adding a large, high density development in such close proximity will only increase the number of vehicles looking for shortcuts, and it will make an existing problem significantly worse.
Beyond the traffic concerns, the additional vehicles will bring more noise, pollution, and wear on local roads that are not designed for this level of use. The combination of increased density and the current cut through behavior raises serious questions about whether the surrounding streets and trail areas can remain safe for residents.

I hope the Town will take these safety and traffic issues into account as it evaluates this proposal.

Thank you for your time and consideration.

Sincerely,
Maura Dispenza

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Kathy Monnin <kathymonnin@gmail.com>
Sent: Tuesday, June 16, 2026 4:12 PM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: File number: Z-2002-09_F, Proposal to build 160 townhomes on the wooded ~17-acre lot at 770 John James Audubon Parkway, right next to the lake

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Scott Marshall, Town planner

This is Kathy Monnin, owner at 121 Sierra Dr. Amherst, NY 14228, The Preserve at Muir Woods. I am writing about our family's concerns regarding File number: Z-2002-09_F, Proposal to build 160 townhomes on the wooded ~17-acre lot at 770 John James Audubon Parkway, right next to the lake. We are concerned about the traffic, drainage and flooding, the lake and wetlands, especially that our community is currently responsible for the lake. Please reconsider the Proposal.

Please enter our concerns into the record.

Thank you and kind regards,
Kathy Monnin

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: y Zhan <zhanyuming@hotmail.com>
Sent: Wednesday, June 17, 2026 9:45 AM
To: Marshall, Scott
Cc: PlanningDepartmentEmailDL
Subject: Building new townhomes on Protected wetlands _File # Z-2002-09_F

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Dear Town Planner,

It is heard that Amherst town will build 160 town homes on the wooded lot at 770 John James Audubon Parkways. I am a resident in this area.

I have great concerns on this plan:

- There are already over hundreds town homes and houses built in the same neighbor, so called "the Preserve at Muir Wood". It is not preserved at all.
- Continuous concrete with less green land can have serious impact on the Wetland. Has the town checked the water level development in recent years? And the wild life?

Maybe due to social economic reason, more residents move and live in Amherst. I understood they also need homes. If more people contribute to pay the property tax, then the Town should reduce the Property tax in Williamsville school district.

Regards,
Yuming Zhan

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Carrato, Amy

From: Dana Nguyen <dnguyen.tonks@gmail.com>
Sent: Thursday, June 18, 2026 4:03 PM
To: Fadel, Bryan; PlanningDepartmentEmailDL
Subject: Re: Z-2002-09_F

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. I own the house at the end of Sierra Drive, adjacent to the bike path connecting to Aspen Heights. I also wanted to share my perspective as a nearby resident regarding the proposed rezoning and development.

This area is actively used and enjoyed by community members every day. People fish, birdwatch, walk, run, ride bicycles, catch tadpoles, fly kites, and simply spend time outdoors here. Children learn to ride bikes and rollerblade along these paths. Many residents visit the meadow to watch the sunset and enjoy the wildlife that inhabits the area.

In a community that has seen significant development, this open space provides an important opportunity for residents to connect with nature. Its value extends beyond the environmental benefits it provides; it is also a meaningful recreational and gathering space for people of all ages.

Given the importance of this area to both wildlife and the community, I support the request for an updated environmental survey and review of potential impacts before any decisions are made. I hope the Board will take into account not only the environmental significance of this land, but also the ways in which residents currently use and appreciate it.

Thank you for your consideration.

Dana

255 Sierra Drive

On Mon, Jun 15, 2026 at 8:12 AM Fadel, Bryan <bfadel@amherst.ny.us> wrote:

> Yes, your email was shared with the Planning Board. Any comments submitted regarding a project are shared with the Board and added to the public record.

From: Dana Nguyen <dnguyen.tonks@gmail.com>
Sent: Friday, June 12, 2026 4:34 PM
To: Fadel, Bryan <bfadel@amherst.ny.us>; PlanningDepartmentEmailDL <planningemail@amherst.ny.us>; Marshall, Scott <smarshall@amherst.ny.us>
Subject: Re: Z-2002-09_F - Traffic Impact Study Required

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you please confirm it has been entered in the record? Thanks.

On Fri, Jun 12, 2026 at 1:09 PM Fadel, Bryan <bfadel@amherst.ny.us> wrote:

> Thank you for your comments. Your email has been shared with the Planning Board.
>
> Have a good day!

From: Dana Nguyen <dnguyen.tonks@gmail.com>
Sent: Friday, June 12, 2026 11:35 AM
To: Marshall, Scott <smarshall@amherst.ny.us>; PlanningDepartmentEmailDL <planningemail@amherst.ny.us>
Subject: Z-2002-09_F - Traffic Impact Study Required

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Scott Marshall,

I am writing to request an updated Traffic Impact Study before the proposal to rezone & build on 770 John James Audubon Parkway, right next to the lake, the protected wetlands, and the nature trail.

The town's original 2003 master agreement explicitly states that once "Phase I development (defined as full build-out of Site B)" is completed, an updated Traffic Impact Study must be done.

The 197 student units at Aspen Heights are already built and fully occupied. Adding 160 townhomes officially triggers the "full build-out of Site B" clause in the town's own rules.

The 197 student units have already added hundreds of student vehicles, food delivery drivers, and Uber traffic to John James Audubon Parkway. The developer is relying on traffic data from 2003. Adding 160 townhome owners on top of 800+ college students using the exact same access points will cause absolute gridlock. By the town's own 2003 mandate, you are legally required to stop this vote until an updated, independent traffic study is conducted for the entire combined site.

Please enter this request in the record, and confirm that it has been entered in writing.

Thank you,

Dana Nguyen

255 Sierra Drive

Attachment: Z-2002-09F TB letter packet 072726 (RES-2026-548 : Amend the SEQR Certification of Findings for "Muir Woods" - 770 John James

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 32143 **RESOLUTION 2026-624** **DENIED**

Sidewalk Waiver Request - 681 Frankhauser Road, SWW-2026-02

Sidewalk Waiver Request – SWW-2026-02, property located at 681 Frankhauser Road (SBL# 55.17-5-79). Forbes Capretto, Petitioner.

8/10/2026
A motion to deny was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**DENIED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst

Town of Amherst Planning Department *Erie County, New York*

Shawn A. Lavin
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

Town Board Agenda of August 10, 2026

MEMORANDUM August 4, 2026

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director DCH

SUBJECT: SIDEWALK WAIVER REQUEST – **SWW-2026-02;**
Property Located At **681 FRANKHAUSER ROAD** (SBL# 55.17-5-79).
FORBES CAPRETTO HOMES, PETITIONER.

The subject request has been reviewed by the Planning and Engineering Departments and **will be placed on the August 10, 2026 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from the departments which give their recommendations.

Should you have any questions please contact this office at (716) 631-7051.

Thank you.

DH/JQ/
Att.
Common/Current_Planning/Files/Sidewalk Waivers/SWW 2026/SWW-2026-02_(681_Frankhauser_Rd)_2026/SWW-2025-04_TB Agenda_08102026.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Town Attorney
Building Department
Chris Schregel, Engineering Department
Julie Rauscher, Forbes Capretto Homes, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

MEMORANDUM August 4, 2026

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Scott A. Marshall, Principal Planner

SUBJECT: Sidewalk Waiver Request; **SWW-2026-02**, property located at **681 Frankhauser Road** (SBL # 55.17-5-79).
Forbes Capretto Homes, petitioner.

The subject property is located on the east side of Frankhauser Road, 545± feet north of the intersection of Frankhauser Road, Flint Road, and Brookland Drive. This interior parcel has 112.5± feet of frontage on Frankhauser Road on the east side of the street. Frankhauser Road is classified as a local road in Figure 9 of the Town of Amherst Comprehensive Plan.

The area is residential in character, comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan, which calls for single-family residential throughout that area. The Brook Run Estates Part 1, 2, and 4 subdivisions surround the subject property on the north east and south sides.

The petitioner is requesting that the portion of sidewalk along the east side frontage of 681 Frankhauser Road be waived. The petitioner claims that there are no sidewalks in the neighborhood. Upon field inspection by staff, there are indeed no sidewalks on the east side of Frankhauser Road along the 775± foot road segment. There are sidewalks on the west side of Frankhauser Road and in all the surrounding subdivisions of the subject site.

It is the staff's recommendation that sidewalks can be accommodated within the Frankhauser Road right-of-way and that the subject request should be denied. The Town Board should also request that the Town of Amherst Sidewalk Technical Review Committee make a determination on installing the missing sidewalk on the east side of Frankhauser Road between Brooklane and Cindy Drives to complete the sidewalk network in the neighborhood.

SM/JQ/ac
Att:
Common/Current_Planning/Files/Sidewalk Waivers/SWW 2026/SWW-2026-02_(681_Frankhauser_Rd)_2026/SWW-2026-02_Pln_Dpt_Rvw_07292026.docx
cc: Daniel Ulatowski, Zoning Enforcement Officer
Steven Bengart, Town Attorney
Mark S. Berke, Commissioner of Building
Chris Schregel, Engineering Services
Julie Rauscher, Forbes Capretto Homes, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

Memorandum

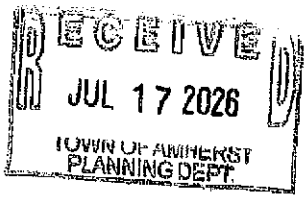
July 16, 2026

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request - **SWW-2026-02**
Petitioner: Forbes Capretto

LOCATION: 681 Frankhauser Road



X **SIDEWALK WAIVER IS**

X **DENIED**

Recommendation:

The Engineering Department recommends that this sidewalk waiver request be denied. A sidewalk is constructable as confirmed by a site visit and preliminary site layout.

The asphalt driveway will need to be cut back and ramped to meet the sidewalk minimum cross-slope grade. This is a fairly common practice in retrofit sidewalk construction.

Note: Engineering Department review is solely based on constructability.

CPS/ch
Cc: Mark Burke, Commissioner of Building
Francina Spoth, Town Clerk
Steven Bengart, Town Attorney
Jeffery Burroughs, Town Engineer
Dan Ulatowski, Planning Department
Forbes Capretto, 470 Cayuga Road, Cheektowaga, NY 14225

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)

July 27, 2026

To the Town of Amherst Town Board,

Our names are Joshua and Amanda Nazirbage, and we are the homeowners at 681 Frankhauser Road. Our home builder had submitted a request for a sidewalk waiver, which had initially been denied, and we would like your consideration for a sidewalk exemption.

Our home is located on the small stretch of Frankhauser Road between Flint Road and Cindy Drive, and in addition to our home, this stretch is made up of the west-facing side of 171 Brooklane Drive, the fronts of 637, 625, 627, and 681 Frankhauser Road, and lastly the west-facing side of 310 Cindy Drive. As shown in the attached photos, none of the homes on our side of this stretch of Frankhauser have a sidewalk, which means our sidewalk would have no other sidewalks to connect to. There is a sidewalk on the entirety of the alternate side that people, including ourselves, use to walk in the neighborhood. Also, we chose to build our home at this distance from the road based on being told by our builder that we would not require a sidewalk, and likely would have built it 5-10 feet further back from the road if a sidewalk was needed.

This home was built to be our forever home with the expectation that we will be lifelong Amherst residents, knowing that it will be a great area and community to raise our two kids. Our previous home was also in Amherst, and we've lived in Amherst since 2019.

We hope the Town Board will consider our situation and reconsider the sidewalk waiver. We appreciate your time and thoughtfulness.

Sincerely,

Joshua and Amanda Nazirbage

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)



Front profile of our home – 681 Frankhauser Road



North towards our home (no sidewalk in front of 627 Frankhauser Road)

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)



South towards our home (no sidewalk to west-facing side of 310 Cindy Drive)



Heading North along Frankhauser Road – sidewalk on opposite side of road only

Attachment: SWW-2026-02 TB letter packet 081026 (RES-2026-624 : SWW-2026-02, 681 Frankhauser Road)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31978 **RESOLUTION 2026-549** **ADOPTED**

Historic Designation - 1 Cloister Court

WHEREAS, the Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, a landmark designation application for 1 Cloister Court was submitted by the property owner on September 24, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held a public hearing on the proposed designation of the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark on April 21, 2026; and

WHEREAS, in accordance with §121 of Town Code, 1 Cloister Court meets Local Landmark Criterion 121-6 A(i) (exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town), Local Landmark Criterion 121-6 A(ii) (is identified with persons or events significant in local, state, or national history), and Local Landmark Criterion 121-6 A(iii) (embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder); and

WHEREAS, at its April 21, 2026 meeting, the Historic Preservation Commission voted 5-0 (with one member absent) to recommend local historic designation of 1 Cloister Court to the Town Board; and

WHEREAS, the Amherst Town Board held a public hearing on July 27, 2026, regarding the proposed designation;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board hereby approves the recommendation of the Historic Preservation Commission and designates the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:25 PM.

Brian Swartz, Chair of the Historic Preservation Commission, presented.

The following resident spoke:
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed

at 9:38 PM.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst

Town of Amherst Planning Department *Erie County, New York*

Shawn A. Lavin
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of August 10, 2026

August 5, 2026

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Proposed Designation of **1 Cloister Court** as a Local Historic Landmark

Honorable Members:

Attached is a resolution for your consideration of the subject designation at the August 10, 2026 Town Board meeting.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/ac
Att.
Common/Special_Projects/Historic Preservation/PROPERTY FILES/1 Cloister Court - Landmark Nomination/TB Public Hearing 072726/Town_Board_resolution memo 081026.docx
cc: Steven B. Bengart, Town Attorney

Attachment: 1 Cloister Ct TB memo 081026 (RES-2026-549 : Historic Designation - 1 Cloister Court)

DRAFT RESOLUTION
August 10, 2026

WHEREAS, the Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, a landmark designation application for 1 Cloister Court was submitted by the property owner on September 24, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held a public hearing on the proposed designation of the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark on April 21, 2026; and

WHEREAS, in accordance with §121 of Town Code, 1 Cloister Court meets Local Landmark Criterion 121-6 A(i) (exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town), Local Landmark Criterion 121-6 A(ii) (is identified with persons or events significant in local, state, or national history), and Local Landmark Criterion 121-6 A(iii) (embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder); and

WHEREAS, at its April 21, 2026 meeting, the Historic Preservation Commission voted 5-0 (with one member absent) to recommend local historic designation of 1 Cloister Court to the Town Board; and

WHEREAS, the Amherst Town Board held a public hearing on July 27, 2026, regarding the proposed designation;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board hereby approves the recommendation of the Historic Preservation Commission and designates the Frank & Ida Bapst Estate located at 1 Cloister Court as a Town Historic Landmark.

Fiscal Impact Statement: This action will have no impact on the Town operating budget or on the tax rate.

https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/Historic Preservation/PROPERTY FILES/1 Cloister Court - Landmark Nomination/TB Public Hearing 072726/TB Resolution 081026.docx

Attachment: 1 Cloister Ct TB memo 081026 (RES-2026-549 : Historic Designation - 1 Cloister Court)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel Ulatowski, AI
Assistant Planning Dire

MEMORANDUM July 20, 2026

Town Board Agenda of July 27, 2026

TO: Town Board Members

FROM: Brian Swartz, Chair, Historic Preservation Commission

SUBJECT: Proposed Designation of **1 Cloister Court** as a Local Historic Landmark

The Town Board has scheduled a public hearing for July 27, 2026 to consider the historic designation of property located at 1 Cloister Court as a local landmark. The following is a summary of the application process to date.

Location and surrounding area: The building being considered for designation is located at the dead end of Cloister Court between Grover Cleveland Golf Course and Eggert Road. It is further described by SBL number 79.11-1-1, and the property is zoned Residential District Three (R-3).

Application for Landmark Designation: The application was filed by the property owner on September 24, 2025. At its meeting of February 10, 2026, the HPC voted unanimously that the application was worthy of consideration and schedule a public hearing for April 21, 2026.

Notice of Proposed Designation and Public Hearings: Following the Town's Local Law: *Establishing Regulations for Historic Preservation in the Town of Amherst* [Section 6(e)(g)], all listed Town departments were sent a Notice of Proposed Designation and a notice was also published in the Amherst Bee on April 2, 2026.

The HPC public hearing took place in Amherst Town Hall on April 21, 2026. The HPC Chair presented the application, noting the designation criteria under which the property was being presented. Following public comment, the public hearing was closed.

The HPC voted 5-0 (Amplement absent, one seat vacant) to recommend designation of the property at its meeting on April 21, 2026.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Honorable Town Board

Local Historic Landmark Designation;
property located at 1 Cloister Court
Agenda of July 27, 2026

Recommendation:

The Amherst Historic Preservation Commission voted to recommend designation of the subject property based on Criteria (i), (ii) and (iii) of the local historic preservation ordinance [Section 6(a)] (only one criterion is necessary for designation). The criteria and rationale for recommending designation are as follows:

i. **Exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town.** The estate reflects the prominent economic and social history of the region through its direct connection to major turn-of-the-century industrial undertakings. As the estate of a leading regional executive, the property represents the immense growth of local commerce driven by multi-million dollar infrastructure firms like the Buffalo Dredging Company and the German Rock Asphalt & Cement Company. Furthermore, it illustrates the social mobility and cultural preservation of the area's influential German pioneer community.

ii. **Is identified with persons or events significant in local, state, or national history.** This property is directly identified with Frank L. Bapst, a highly significant local engineer, industrialist, and civic leader. As the president of the Buffalo Dredging Co. and operations manager of the German Rock Asphalt Co., Bapst was the guiding force behind massive regional engineering contracts. His status as a prominent figure in local history is further cemented by his leadership and high-profile memberships in foundational civic organizations, including the Chamber of Commerce, the Buffalo Club, and the Saturn Club.

iii. **Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder.** The estate embodies the distinguishing characteristics of a Georgian typology, showcased by its prominent central block, symmetrical hip roof layout, and original stucco cladding. The home preserves high-quality period craftsmanship and design details, including a projecting front entrance porch, distinctive 8-over-1 and 6-over-1 windows with wooden segmented fan blind arcade transoms, a large rear Chicago-style window, twin tall brick chimneys, and original architecturally contoured wooden rafter tails holding up the original wood soffits.

The Commission seeks the Town Board's approval for designation of 1 Cloister Court. A draft resolution is attached for your consideration.

Thank you for your consideration of this request.

JQ/bf
Enclosures
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/Historic Preservation/PROPERTY FILES/1 Cloister Court - Landmark Nomination/TB Public Hearing 072726/TB Letter - 1 Cloister Court.docx

cc: Francina J. Spoth, Town Clerk
Steven Bengart, Town Attorney
Mark Berke P.E., Building Commissioner
HPC Members

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

TOWN OF AMHERST
HISTORIC PRESERVATION COMMISSION

Town Board Recommendation for Local Landmark Nomination of 1 Cloister Court

WHEREAS, the Historic Preservation Commission held a public hearing to review the application and supporting documents for the proposed local landmark nomination at the April 21, 2026 regular meeting, and

WHEREAS, the property is identified in the 1998 Intensive Level Survey, 2011 Reconnaissance Survey, and the September 2017 Intensive Level Survey as a significant Amherst property; and

WHEREAS, the period of significance for the property is 1914-1915 and is a contributing property associated with the history of suburban development in the Town of Amherst;

WHEREAS, in accordance with §121 of Town Code, 1 Cloister Court meets Local Landmark Criterion 121-6 A(i): Exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town; Local Landmark Criterion 121-6 A(ii): Is identified with persons or events significant in local, state, or national history and Local Landmark Criterion 121-6 A(iii): Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder; and

WHEREAS, the proposed designation is further described in the attached documents; and

NOW THEREFORE BE IT RESOLVED, that the Historic Preservation Commission Pursuant Town of Amherst Code §121-6 of the duties of the Historic Preservation Commission, the Commission moves to recommend the property located at 1 Cloister Court, in Amherst New York to the Town Board as a local landmark under criterion 121-6 A(i), (ii), and (iii).

The foregoing resolution was adopted by the Town of Amherst Historic Preservation Commission, April 21, 2026; moved by Swartz; seconded by Waterman-Kulpa; ayes 5, noes 0, absent 1 (Amplement).

Brian Swartz, Chair

5/12/26
Date

MAY 13 2026 AM10:

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

LD

Town of Amherst Historic Preservation Commission
Application for Landmark Designation

Pursuant to Chapter 121 of the Town of Amherst Code

Applicant Information:

Name: Michael McGorry
Company Name (if applicable): _____
Telephone Number: 716-583-2073
Email Address: mpjm@mcgorrylawfirm.com
Street Address, City and Zip Code: 1 Cloister Court Amherst NY 14226

Property Owner Information (if different from applicant):

Name: Estate of Frank L Bapst
Company Name: _____
Telephone Number: _____
Email Address: _____
Street Address, City and Zip Code: _____

A. PROPERTY IDENTIFICATION:

Address: 1 Cloister Court Amherst NY 14226
SBL#: 79.11-1-1
Property/Building common or current name: Estate of Frank L Bapst
Property/Building's historic name, if known: Estate of Frank L Bapst
Present owner or address: Pam & Michael McGorry
List names of all owners of record and their addresses. (Use a separate document if necessary):

_____
Name of original architect(s): _____

B. DESCRIPTION OF CRITERIA FOR DESIGNATION FOR HISTORIC LANDMARK, SITE or DISTRICTS

Applicants must clearly and thoroughly identify the criteria which is the basis for designation of a historic landmark, site or district. Applications will not be considered by the Commission unless completed with all information deemed necessary by the Commission. Applicants must:

- Indicate the criteria which is the basis of this application with a check box below
- Provide a supporting written narrative explaining how this property meets EACH criterion indicated.
- Attach supporting documentation for each criterion.
- Provide such additional documentation required by the Commission.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

LD

C. CRITERIA FOR DESIGNATION FOR HISTORIC LANDMARKS

The HPC may recommend designation of an individual property as an INDIVIDUAL LANDMARK if it:

☑ 1. Exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town.

☑ 2. Is identified with persons or events significant in local, state, or national history.

☑ 3. Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder;.

☐ 4. Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community.

☐ 5. Has yielded or may be likely to yield information important in prehistory or history.

The HPC may recommend designation of a group of properties as a HISTORIC DISTRICT if they:

☐ 1. Contains properties which meet one or more of the criteria for designation as a landmark and which may have within its boundary's other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

☐ 2. Constitutes a unique section of the Town by reason of possessing those qualities that would satisfy such criteria.

The HPC may recommend designation of an individual property as An INTERIOR HISTORIC LANDMARK if it/they:

☐ 1. It is customarily open or accessible to the public.

☐ 2. It is an interior into which the public is customarily invited.

The HPC may recommend designation of a landscape feature or group of features as a SCENIC LANDMARK if they:

☐ 1. Recommendations for designation must be accompanied by such historical and architectural information as is required by the commission to make an informed recommendation concerning the application.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

LD

D. PROPERTY DESCRIPTION

1. Building material(s):

- ☐ clapboard
- ☐ stone
- ☑ stucco
- ☐ shingles
- ☐ cobblestone
- ☐ board and batten
- ☑ brick
- ☐ logs
- other:_____

2. Structural system:

- ☑ wood frame: heavy timber
- ☐ plank
- ☐ wood frame: light members
- ☐ metal (explain): _____
- ☐ masonry load-bearing walls
- ☐ log
- ☑ other: Cement & Steel

3. Condition:

- ☐ excellent
- ☑ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins

4. Integrity

- ☐ original site
- ☐ unaltered
- ☑ altered
- ☐ moved
- ☐ unexposed

List major alterations and dates (if known):_____

Covered porch addition in rear (2020)

_____

_____

_____

_____

Source of this information: _____

4. Threats to structure:

- ☑ none known
- ☐ development
- ☐ deterioration
- ☐ zoning
- ☐ roads
- ☐ fire
- ☐ other/comments: _____

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

LD

5. Related outbuildings:

- ☐ barn
- ☐ carriage house
- ☐ shop
- ☐ well
- ☑ garage
- ☐ greenhouse
- ☐ gardens
- ☐ shed
- ☐ privy
- ☐ stables

Landscape feature: _____

Other: _____

6. Surroundings:

- ☐ Open Land
- ☐ Woodland
- ☐ Scattered buildings
- ☐ Densely built-up
- ☐ Commercial
- ☐ Industrial
- ☑ Residential
- ☐ Other: _____

7. Other notable features of building and site (i.e. style, details, interior features if known):

See attached summary.

8. Period of Significance: 1914

The period of significance is the time period when a historic resource was associated with important events, people, or activities (could be initial construction dates/major alterations.). A period of significance can be a few days, several years, or thousands of years and a property can have multiple periods of significance.

Michael McGorry — 12/10/2025

Signature of Applicant — **Date**

Michael McGorry

Print Name

Two (2) copies of this form and all supporting documents must arrive by 4:00 pm (end of day) two weeks prior to the monthly Historic Preservation Commission meeting. Upon submission of the complete application, one complete PDF shall be emailed to the Town of Amherst. Email address shall be provided at the time of submission.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

LD

DO NOT WRITE BELOW THIS LINE

The Town of Amherst Historic Preservation Commission action taken:

Motion_____
_____
_____
_____
_____
_____
_____
_____

Chairpersons Signature_____

Date_____

CRITERIA NARRATIVES AND SUPPORTING DOCUMENTS MUST BE ATTACHED

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Buffalo and its German Community, Pages 296 - 300

Frank L. Bapst

The Buffalo Dredging Company and the German Rock Asphalt & Cement Company undoubtedly stand at the top of the list of large industrial undertakings here in Buffalo. And the guiding force of these 2 large businesses is Mr. Frank Louis Bapst, president of the Buffalo Dredging Co. and operations manager of the German Rock Asphalt Co. He was born on May 20, 1855 here in Buffalo as the son of Mr. Louis Bapst, a well known German pioneer. After attending the Catholic parish school and St. Joseph's College he went to the Polytechnical Institute in Troy and studied engineering. His enormous talent and ability are to credit for his rapid advancement in business.

Since 1898 he has been president of the Buffalo Dredging Co. Under his leadership this business, along with that of the German Rock Asphalt Co. which he has also managed for 14 years, have won many multi-million dollar contracts.

Mr. Bapst belongs to the Order of Free Masons and Elks. Furthermore he is a member of the Buffalo Club, the Country Club, the Saturn Club, the Chamber of Commerce & Manufacturers Club, and other clubs. He is also a member of the Buffalo Orpheus and he has not forgotten the German language or the German way of life.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

1 Cloister Court Architectural Narrative

The estate located at 1 Cloister Court in Amherst, NY is a large single-family residence. The central block of the home is a Georgian typology with wide eaves extending down from a hip roof. A central 1/3 of the block on the east (main façade) protrudes forward with an open covered porch that clearly defines the main entrance. A hip roof caps this central section. First floor windows in this central block include a wooden segmented fan blind arcade arched transom and an 8 over 1 muntin pattern. Second floor windows in the central block are repeated directly above and carry the same width but are shorter and the muntin pattern is scaled down to a 6 over 1. Two small dormers in the hip roof feature a single window appear over the remainder of the 1/3 blocks respectively. The west (rear) façade features the same central 1/3 block, although it is indented at the same distance as the protrusion on the main façade. This rear 1/3 features a smaller covered porch over a rear door. A large 3-section Chicago-style window rests above the covered porch roof on the second floor. Above is a centered small dormer in the main hip roof with a double window. The roofs over the remaining 2/3s of the central block have individual hip roofs that protrude forward to appear like caps. A large section of the house extends northward and is defined by its reduction in width from the central block of the home but is original. The windows in this section appear to follow the same scale as the other windows, but do not have transoms. This section of the home is also topped with a hip roof that conforms with the geometry of the central block and features a north facing central dormer with one window. At the north end of the first floor, there is a covered porch that was closed in after the original construction. At the east side of this section is a covered protrusion at the first-floor level that features 3 large windows. This section has a capped hip roof that matches the roof over the covered porch. To the south of the home is an enclosed sun porch at the first floor with a hip roof over it. A non-historic shed style roof hangs over the east door from the sun porch and is propped up by non-historic iron railings and columns. Twin tall brick chimneys poke through the main hip roof, each in the middle of the north end and south end of the central block. The entirety of the home is clad in stucco which appears original. Downspouts from the main hip roof are collected between the windows in each side 1/3 block. A downspout collector box is featured between the second-floor windows. It is difficult to tell their age, as they are painted the same color as the stucco. All of the wooden rafter tails carry an architectural contour that holds up the original wood soffit, a wonderful original detail. The home is sited centrally on the property that has a driveway perpendicular to the main door, but features a large turning circle at the main porch. However, this driveway is now a public right of way with non-historic homes lining it as portions of the original property was sold off in parcels to individuals.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

MEN OF BUFFALO

A COLLECTION
OF PORTRAITS

OF MEN WHO DESERVE TO
RANK AS TYPICAL REPRESENT-
ATIVES OF THE BEST CITIZEN-
SHIP, FOREMOST ACTIVITIES
AND HIGHEST ASPIRATIONS
OF THE CITY OF BUFFALO.

Copyright, 1902, by A. N. Marquis & Company,

PAVING AND CEMENT

FRANK L. BAPST

PRESIDENT BUFFALO DREDGING CO.

(.EN'L MGR. GERMAN BOCK ASPHALT AND CEMENT CO.

VICE PRESIDENT BUFFALO EXPANDED METAL CO.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Original Board of Directors

Marine Trust Company of Buffalo

On Monday, January 6, 1919, The Marine Trust Company of Buffalo started business. In the process of transformation, the Marine National Bank became the Marine State Bank for a brief period late Saturday. Then it was changed into a trust company. As soon as the legal formalities were completed, it would absorb the Banker's Trust Company which was controlled by the same banking interests. Directors of the Marine Trust were John J. Albright, George A. Ball, Frank L. Bapst, James N. Byers, John L. Clawson, Charles Clifton, Walter P. Cooke, John T. Dillon, Howard A. Forman, Orin E. Foster, Mortimer B. Fuller, Anson C. Goodyear, Edmund Hayes, Herbert H. Hewitt, Charles R. Huntley, Hugh Kennedy, John D. Larkin, John H. Lascelles, George E. Lattimer, George F. Rand, William H. Rogers, Jacob F. Schoellkopf, William H. Truesdale, and Richard Wilhelm. The above list contained the names of two not previously members of the board of the Marine National Bank, Charles R. Huntley, president of the Buffalo General Electric company, and George A. Ball of the Ball Bros. Glass Manufacturing Co. of Muncie, Indiana. Directors of the new Marine Trust immediately organized by the election of the following officers: chairman of the board, George F. Rand; president, John H. Lascelles; vice presidents, **Edward H. Letchworth**, Henry Auer, Russell J.H. Hutton, Emil Diffine, and Raymond E. Winfield; secretary, Percy W. Darby; treasurer, Alva L. Dutton; assistant secretaries, Eugene L. Reed, William Hardleben, Jr., George E. Becker, Edwin J. Voltz and Henry J. Beitz; assistant treasurers, Abbott H. Seely and Henry H. Work. The directors also named the following executive committee: John L. Clawson, chairman; Frank L. Bapst, Walter P. Cooke and Jacob F. Schoellkopf.[21]

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Estate of Frank L. Bapst, Eggertsville Road.



Download

← Previous Item Next Item →

Title

Estate of Frank L. Bapst, Eggertsville Road.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Subject

Bapst, Frank. A.
Buffalo (N.Y.)--Buildings, structures, etc.

Description

A large two-story house with a broad hipped roof and multiple chimneys is shown. The exterior has evenly spaced windows, some with arched tops, and a central entrance with a small portico. A sunroom with large windows extends from the right side, and the house is surrounded by a landscaped lawn with small trees and shrubs.

Creator

Hubbell, Mark H.

Source

Beautiful homes of Buffalo : illustrated / edited and prepared by Mark H. Hubbell
State University of New York at Buffalo. University Archives

Publisher

Buffalo Truth Publishing Company
State University of New York at Buffalo. University Libraries

Date

1915

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Format

Image/jpeg

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Language

eng

Type

Image

Identifier

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Date Created

2016-04-22

Is Part Of

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Beautiful Buffalo Homes. LIB-UA039

Collection

Beautiful Buffalo Homes

Citation

Hubbell, Mark H., "Estate of Frank L. Bapst, Eggertsville Road.," *Digital Collections - University at Buffalo Libraries*, accessed October 29, 2025, https://digital.lib.buffalo.edu/items/show/80228.

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Subject Photo Page

Owner	Michael & Pamela McGorry						
Property Address	1 Cloister Ct						
City	Amherst	County	Erie	State	NY	Zip Code	14226
Appraiser	Susan R Fretz						



Subject Front

1 Cloister Ct	
Sales Price	
Gross Living Area	6,106
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	3.1
Location	Good
View	Good/Golf Course
Site	1.9 acres
Quality	Good
Age	109



Subject Rear



Subject Street

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Subject Photo Page

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Subject Front

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Sales Price	
Gross Living Area	6,106
Total Rooms	9
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Location	Good
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Age	109



Subject Rear



Subject Street

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Photograph Addendum

Owner	Michael & Pamela McGorry						
Property Address	1 Cloister Ct						
City	Amherst	County	Erie	State	NY	Zip Code	14226
Appraiser	Susan R Fretz						



Additional Front View



Additional Rear View



Additional Rear View

Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)





Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)





Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)





Attachment: TB_Letter_Packet_1_Cloister_Ct (RES-2026-549 : Historic Designation - 1 Cloister Court)

Town Board Landmark Designation Hearing — Testimony of the HPC Chair

Property: 1 Cloister Court (the Frank L. and Ida Bapst House), Eggertsville / Town of Amherst

Tax parcel (SBL): 79.11-1-1 ·

NYSHPO USN: 2902.000044

Speaker: Brian Swartz, Chair, Town of Amherst Historic Preservation Commission

Before: Town Board of the Town of Amherst on 7/27/26

---

1. THE RESOURCE

The nomination and the Town's survey forms describe 1 Cloister Court — the Frank L. and Ida Bapst House — as a large single-family estate house built about 1914–1915 in the Eggertsville section of the Town. The architectural narrative in the nomination documents a two-and-a-half-story house built around a refined central block under a broad hipped roof with wide overhanging eaves. Its defining features are specific, and they are intact: an arched, open entrance porch that defines the main façade; segmented wooden fan-light transoms over the first-floor windows that are an eight-over-one sash, then a scaled-down six-over-one sash windows above; a three-part Chicago-style window at the rear; twin tall brick chimneys; and contoured wooden rafter tails still carrying the original wood soffit. The entire house remains clad in its original stucco. The appraisal in the record documents just over 6,100 square feet on a 1.9-acre parcel, in good condition. This is not a fragment or a heavily altered shell. It is an intact estate house that reads today essentially as it was built. The house is also featured in the book “Beautiful Homes of Buffalo” which was published in 1915.

2. CRITERION BY CRITERION

The nomination identifies three, and I'll take them in the order §121-6(A) sets them out.

Criterion (i) — §121-6(A)(i) asks whether the property "exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town." The nomination establishes that it does. This house is a surviving artifact of the Town's early-twentieth-century suburbanization — the era when the Main Street trolley opened this corner of Amherst; and prosperous Buffalonians built country estates out here. The nomination ties the property directly to that chapter of the Town's economic and social history and fixes its period of significance at 1914 to 1915.

Criterion (ii) — §121-6(A)(ii) asks whether the property "is identified with persons or events significant in local, state, or national history." The nomination documents Frank L. Bapst with

Attachment: 1 Clocister Court Town Board Landmark Designation Hearing (RES-2026-549 : Historic Designation - 1 Cloister Court)

primary sources. The 1902 volume *Men of Buffalo* records him as president of the Buffalo Dredging Company and general manager of the German Rock Asphalt and Cement Company; the founding records of the Marine Trust Company of Buffalo list him among its original directors and on its executive committee. That is a person significant in the economic history of this region — and this was his home. On the face of the record, criterion (ii) is met.

Criterion (iii) — §121-6(A)(iii) asks whether the property "embodies the distinguishing characteristics of a type, period or method of construction or design style," or represents the work of a designer or builder. This is where the professional review matters most. The home was designed by Duane Lyman, a local architect who's works in Amherst include Williamsville South High School, Sacred Heart Academy, and the former Eggertsville Hose Company, along with many other properties in Buffalo. The Town's surveys classify the house as a rare local example of the Prairie style; the nomination's architectural narrative documents its refined Georgian massing and its high-quality, character-defining detail. Under either reading the standard is met: the house embodies the distinguishing characteristics of its type and period, and it retains them with a high degree of integrity.

Meeting any one of these three would satisfy §121-6. This nomination satisfies all three.

3. THE INTENSIVE AND RECONNAISSANCE SURVEYS

You are not relying on this Commission's word alone, or on a single review. This property has been examined three times in the Town's own survey program. It carries a full inventory form from the **1998 Intensive Level Survey** of Historic Resources. It was carried through the **2011 Reconnaissance Level Survey**. And it was re-examined in the **2017 Intensive Level Survey**, where it received the highest classification that survey assigns — individually significant at the **Local and National** level. That rating, as the 2017 survey itself defines it, means the property appears to meet the criteria for listing eligibility on the State and National Registers of Historic Places. Three separate professional surveys, across nearly two decades, reached the same conclusion this Commission reached. The nomination does not ask you to break new ground; it asks you to honor a finding the Town's own consultants have made, and re-made.

4. CLOSING

The record establishes that 1 Cloister Court meets not one but three of the criteria in §121-6(A); that three professional surveys rank it among the Town's most significant resources; and that designating it is precisely the action the Town's Certified Local Government status exists to support. Under §121-6, the responsibility now rests with this Board — to hold your hearing and to act. The Commission's recommendation is unanimous, and it is respectful, and it is this: that the Town Board designate 1 Cloister Court, the Frank L. and Ida Bapst House, as a local landmark of the Town of Amherst.

Attachment: 1 Clocister Court Town Board Landmark Designation Hearing (RES-2026-549 : Historic Designation - 1 Cloister Court)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31979 **RESOLUTION 2026-550** **DENIED**

Historic Designation - 4467 Main Street

WHEREAS, the Town of Amherst possesses many significant historic, architectural, and cultural landmarks within its borders; and

WHEREAS, an initial landmark designation application for 4467 Main Street was submitted by a resident on March 18, 2024, and subsequently updated and submitted by the Town of Amherst Historic Preservation Commission on February 20, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held public hearings on January 30, 2025, and March 11, 2025, regarding the proposed designation of the commercial building located at 4467 Main Street as a Town Historic Landmark; and

WHEREAS, the Amherst Historic Preservation Commission voted to recommend 4467 Main Street to the Town Board at its April 8, 2025 meeting as a local landmark based on two of the five criterion set forth for designation of an Individual Landmark set forth in Section 121-6A of the Historic Preservation Law of the Town of Amherst as follows:

Local Landmark Criterion 121-6 A(iii): Embodies the distinguishing characteristics of a type, period, or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship, or is representative of the work of a designer, architect, or builder; and

Local Landmark Criterion 121-6 A(iv): Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic; and

WHEREAS, the Town Board held a public hearing on July 27, 2026, regarding the proposed designation; and

WHEREAS, the Town Board has considered all relevant information submitted by interested parties both in support and against the landmark designation including written submissions and information presented during the public hearing held on July 27, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby denies the application to designate the property at 4467 Main Street as a Town Historic Landmark for the following reasons:

- That the property does not embody distinctive characteristics of Georgian Revival

architecture due to a lack of symmetry and classical detailing. In addition, the original building has been substantially altered and includes structural additions which would not be considered in-keeping with Georgian Revival architecture nor the period of significance offered.

- Given that the landmarking proposal recommends designating the entirety of the property, which includes all built structures (including those non-era additions), the asphalt parking lot, and all other improvements; the property as a whole lacks significance to warrant landmarking.

- The proposed recommended landmarking does not satisfy Criterion 1, 2, and 5 for landmarking established in §121-6A of the Historic Preservation Law limiting the property's significance for local landmarking.

- That the property's use as a bank does not render the property as a "familiar visual feature" based on its unique location or singular physical characteristic.

7/27/2026
A motion to open the public hearing was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was opened at 9:38 PM.

Brian Swartz, Chair of the Historic Preservation Commission, presented.

The following speakers addressed the Board:
Attorney Charles Gottlieb, representing KeyBank
Lindsay Penale, KeyBank representative
Hallie Wright, Hamilton Dr
Ray Herman, 114 Oakgrove Dr
Susan Fenster, 46 Columbia Dr
Patrice, Amherst
Jane Cox, 4584 Harlem Rd
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Lavin moved to close the hearing and set a decision date for the August 10th Town Board meeting, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0. The public hearing was closed 10:28 PM.

8/10/2026
A motion to deny the Historic Designation was made by Supervisor Lavin, seconded by Councilmember Szukala and approved via Roll call vote 3-2 (Marinucci, Kavanaugh, nay).

RESULT:	**DENIED [3 TO 2]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Michael Szukala, Councilmember
AYES:	Lavin, Szukala, Davis
NAYS:	Marinucci, Kavanaugh

Amherst

Town of Amherst Planning Department *Erie County, New York*

Shawn A. Lavin
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of August 10, 2026

August 5, 2026

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Proposed Designation of **4467 Main Street** as a Local Historic Landmark

Honorable Members:

Attached are resolutions for your consideration of the subject designation at the August 10, 2026 Town Board meeting.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/ac
Att.
Common/Special_Projects/Historic Preservation/PROPERTY FILES/4467 Main Street - Landmark Nomination/TB Public Hearing 072726/Town_Board_resolution memo 081026.docx
cc: Steven B. Bengart, Town Attorney

Attachment: 4467 Main St TB memo 081026 (RES-2026-550 : Historic Designation - 4467 Main St)

Historic Designation – 4467 Main Street
DRAFT APPROVAL RESOLUTION
August 10, 2026

WHEREAS, the Town of Amherst possesses many significant historic, architectural, and cultural landmarks within its borders; and

WHEREAS, an initial landmark designation application for 4467 Main Street was submitted by a resident on March 18, 2024, and subsequently updated and submitted by the Town of Amherst Historic Preservation Commission on February 20, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held public hearings on January 30, 2025, and March 11, 2025, regarding the proposed designation of the commercial building located at 4467 Main Street as a Town Historic Landmark; and

WHEREAS, in accordance with §121 of the Town Code, 4467 Main Street meets Local Landmark Criterion 121-6 A(iii) (embodies the distinguishing characteristics of a type, period, or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship, or is representative of the work of a designer, architect, or builder) and Local Landmark Criterion 121-6 A(iv) (represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic); and

WHEREAS, at its April 8, 2025 meeting, the Historic Preservation Commission voted 5-1 (with one member absent) to recommend local historic designation of 4467 Main Street to the Town Board; and

WHEREAS, the Amherst Town Board held a public hearing on July 27, 2026, regarding the proposed designation;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board hereby approves the recommendation of the Historic Preservation Commission and designates 4467 Main Street as a Town Historic Landmark.

Fiscal Impact Statement: This action will have no impact on the Town operating budget or on the tax rate.

https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/Historic Preservation/PROPERTY FILES/4467 Main Street - Landmark Nomination/TB Public Hearing 072726/TB Resolution 072726.docx

Attachment: 4467 Main St TB memo 081026 (RES-2026-550 : Historic Designation - 4467 Main St)

Historic Designation – 4467 Main Street
DRAFT DENIAL RESOLUTION
August 10, 2026

WHEREAS, the Town of Amherst possesses many significant historic, architectural, and cultural landmarks within its borders; and

WHEREAS, an initial landmark designation application for 4467 Main Street was submitted by a resident on March 18, 2024, and subsequently updated and submitted by the Town of Amherst Historic Preservation Commission on February 20, 2025; and

WHEREAS, the Amherst Historic Preservation Commission held public hearings on January 30, 2025, and March 11, 2025, regarding the proposed designation of the commercial building located at 4467 Main Street as a Town Historic Landmark; and

WHEREAS, the Amherst Historic Preservation Commission voted to recommend 4467 Main Street to the Town Board at its April 8, 2025 meeting as a local landmark based on two of the five criterion set forth for designation of an Individual Landmark set forth in Section 121-6A of the Historic Preservation Law of the Town of Amherst as follows:

Local Landmark Criterion 121-6 A(iii): Embodies the distinguishing characteristics of a type, period, or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship, or is representative of the work of a designer, architect, or builder; and

Local Landmark Criterion 121-6 A(iv): Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic; and

WHEREAS, the Town Board held a public hearing on July 27, 2026, regarding the proposed designation; and

WHEREAS, the Town Board has considered all relevant information submitted by interested parties both in support and against the landmark designation including written submissions and information presented during the public hearing held on July 27, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby denies the application to designate the property at 4467 Main Street as a Town Historic Landmark for the following reasons:

1. That the property does not embody distinctive characteristics of Georgian Revival architecture due to a lack of symmetry and classical detailing. In addition, the original building has been substantially altered and includes structural additions which would not be considered in-keeping with Georgian Revival architecture nor the period of significance offered.

2. Given that the landmarking proposal recommends designating the entirety of the property, which includes all built structures (including those non-era additions), the asphalt parking lot, and all other improvements; the property as a whole lacks significance to warrant

Attachment: 4467 Main St TB memo 081026 (RES-2026-550 : Historic Designation - 4467 Main St)

landmarking.

3. The proposed recommended landmarking does not satisfy Criterion 1, 2, and 5 for landmarking established in §121-6A of the Historic Preservation Law limiting the property's significance for local landmarking.

4. That the property's use as a bank does not render the property as a "familiar visual feature" based on its unique location or singular physical characteristic.

Fiscal Impact Statement: This action will have no impact on the Town operating budget or on the tax rate.

https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/Historic Preservation/PROPERTY FILES/4467 Main Street - Landmark Nomination/TB Public Hearing 072726/TB Resolution _ denial _ 072726.docx

Attachment: 4467 Main St TB memo 081026 (RES-2026-550 : Historic Designation - 4467 Main St)

Amherst

Town of Amherst Planning Department *Erie County, New York*

Shawn A. Lavin
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel Ulatowski, AI
Assistant Planning Dire

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

MEMORANDUM July 20, 2026

Town Board Agenda of July 27, 2026

TO: Town Board Members

FROM: Brian Swartz, Chair, Historic Preservation Commission

SUBJECT: Proposed Designation of **4467 Main Street** as a Local Historic Landmark

The Town Board has scheduled a public hearing for July 27, 2026, to consider the historic designation of the Key Bank building located at 4467 Main Street as a local landmark. The following is a summary of the application process to date.

Location and surrounding area: The building being considered for designation is a bank branch building owned and operated by First Niagara Bank NA and is located on the southwest side of the intersection of Main Street and Harlem Road. It is further described by SBL number 80.05-5-1. The property is zoned Traditional Infill 2.5 (village frontage).

Application for Landmark Designation: The initial application was filed by a Town resident on March 18, 2024. At its meeting on December 10, 2024, the Historic Preservation Commission (HPC) voted unanimously that the application was worthy of consideration and set a public hearing date for January 30, 2025. Following these proceedings, an updated application was submitted by the Historic Preservation Commission on February 20, 2025, designating the HPC as the formal applicant.

Notice of Proposed Designation and Public Hearings: Following the Town's Local Law: *Establishing Regulations for Historic Preservation in the Town of Amherst* [Section 6(f)(g)(h)], all listed Town departments were sent a Notice of Proposed Designation. A similar notice was sent to the owner of the property and was also published in the Amherst Bee on January 16, 2025.

The HPC hearing took place in Amherst Town Hall on January 30, 2025. The HPC Chair presented the application, noting the designation criteria under which the property was being presented. Following public comments, the hearing was adjourned to March 11, 2025. Following public comments at the March 11 meeting, the public hearing was closed.

The HPC voted 5-1 (Mancuso absent) to recommend designation of the property at its meeting on April 8, 2025.

Honorable Town Board

Local Historic Landmark Designation;
property located at 4467 Main Street
Agenda of July 27, 2026

Recommendation:

The Amherst Historic Preservation Commission voted to recommend designation of the subject property based on Criteria (iii) and (iv) of the local historic preservation ordinance [Section 6(a)] (only one criterion is necessary for designation). The criteria and rationale for recommending designation are as follows:

iii. **Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder.** This building embodies the distinctive characteristics of the Georgian Revival Style, specifically, the building's symmetrical facade and classical elements reflect a revivalist passion for the grandeur of the past, a nod to the colonial heritage that shaped early American architecture. It is a rare example of early twentieth-century commercial design within Snyder, one that has steadfastly preserved its functional legacy.

iv. **Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community.** Constructed in 1929, the Bank of Snyder is more than a financial institution; it was a symbol of local pride and autonomy. In an era marked by economic optimism before the Great Depression, the residents of Snyder came together to establish their own bank, a move that reflected the town's growing affluence and self-reliance. Today, as a Key Bank branch, 4467 Main Street continues to serve the financial needs of Snyder's residents, just as it did nearly a century ago.

The Commission seeks the Town Board's approval for designation of 4467 Main Street. A draft resolution is attached for your consideration.

Thank you for your consideration of this request.

JQ/bf
Enclosures
https://amherstnyusgcc.sharepoint.com/sites/plndept/Shared Documents/Common/Special_Projects/Historic Preservation/PROPERTY FILES/4467 Main Street - Landmark Nomination/TB Public Hearing 072726/TB Letter - 4467 Main Street.docx

cc: Francina J. Spoth, Town Clerk
Steven Bengart, Town Attorney
Mark Berke P.E., Building Commissioner
HPC Members

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

TOWN OF AMHERST
HISTORIC PRESERVATION COMMISSION

Town Board Recommendation for local landmark designation of 4467 Main Street

WHEREAS, the Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, 4467 Main Street meets Local Landmark Criterion 121-6 A(iii): embodies the distinctive characteristics of the early 20th century Georgian Revival style; and Local Landmark Criterion 121-6 A (iv): represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic of the community; and

WHEREAS, the property represents an established and familiar visual feature of the Snyder neighborhood as a bank institution on the southwestern corner of Mains Street and Harlem Road since 1929 as shown on a 1930 Sanborn Map; and

WHEREAS, the property is also identified in the 1998 Reconnaissance Level Survey and 2011 Reconnaissance Survey as a significant Amherst property; and

WHEREAS, the original portion of the building was built ca. 1929, this property is also associated with the history of suburban development in the Town of Amherst, specifically Snyderville; and

WHEREAS, the property was sensitively and appropriately modified/enlarged in 1949 and 1960 and retains a moderate level of integrity of design, materials, craftmanship, and settings as they relate to the exterior of the building; and

WHEREAS, an application for a proposed landmark designation of 4467 Main Street was presented before the Historic Preservation Commission at the December 10, 2024 regular meeting and a public hearing held on March 11, 2025; and

WHEREAS, the proposed designation is further described in the attached documents including The Amherst Historic Preservation Commission Application for Landmark Designation updated April 8, 2025, March 11, 2025 Historic Preservation Commission Special Meeting Minutes, document from Whiteman Osterman & Hanna dated March 10, 2025, January 30, 2025 Historic Preservation Commission Regular Meeting Minutes which provides a synopsis of all prior meetings, excerpts from the 1998 Reconnaissance Level Survey and 2011 Reconnaissance Level Survey; and now therefore be it

RESOLVED, Pursuant Amherst Code Section 121-6 of the duties of designation by the Historic Preservation Commission, the Commission would like to recommend for designation the property at 4467 Main Street, in Amherst New York as a local landmark under Local Landmark Criterion A(iii) and A(iv).

The foregoing resolution was adopted by the Town of Amherst Historic Preservation Commission, April 8, 2025; moved by – Catherine Waterman-Kulpa; seconded by – Hallie Wright; ayes 5, noes 1 (Amplement), Absent 1 (Mancuso).

Brian Swartz, Chair — Date 4/8/25

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Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

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COVER PAGE

Amherst Historic Preservation Commission
Application for Landmark Designation

Pursuant to Chapter 121 of the Town of Amherst Code

Date Received: 2/20/2025

APPLICANT
Name: Brian Swartz
Company Name (if applicable): Town of Amherst Historic Preservation Commission
Telephone Number:
Email Address:
Street Address, City and Zip Code:

Property Owner (if different from applicant):
Name: Key Bank NA
Company Name:
Telephone Number:
Email Address:
Street Address, City and Zip Code: PO Box 428, Buffalo, NY 14231

A. PROPERTY IDENTIFICATION:

1. Address:4467 Main Street, Amherst, NY 14226
2. SBL#: 80.05-5-1
3. Property/Building common or current name: KeyBank Snyder Branch
4. Property/Building's historic name, if known:
5. Present owner or address: First Niagara Bank NA
6. List names of all owners of record and their addresses. (Use a separate document if necessary):
7. Name of original architect(s):

B. DESCRIPTION OF CRITERIA FOR DESIGNATION FOR HISTORIC LANDMARK, SITE or DISTRICTS

Applicants must clearly and thoroughly identify the criteria which is the basis for designation of a historic landmark, site or district. Applications will not be considered by the Commission unless completed with all information deemed necessary by the Commission. Applicants must:

- Indicate the criteria which is the basis of this application with a check box below

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

LD

- Provide a supporting written narrative explaining how this property meets EACH criteria indicated.
- Attach supporting documentation for each criteria.
- Provide such additional documentation required by the Commission.

CRITERIA FOR DESIGNATION FOR HISTORIC LANDMARKS

The HPC may recommend designation of an individual property as an INDIVIDUAL LANDMARK if it

_____1. Exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town.

_____2. Is identified with persons or events significant in local, state, or national history.

_X__3. Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder;.

_X__4. Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community.

_____5. Has yielded or may be likely to yield information important in prehistory or history.

The HPC may recommend designation of a group of properties as a HISTORIC DISTRICT if they:

_____1. Contains properties which meet one or more of the criteria for designation as a landmark and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

_____2. Constitutes a unique section of the Town by reason of possessing those qualities that would satisfy such criteria.

The HPC may recommend designation of an individual property as An INTERIOR HISTORIC LANDMARK if it/they:

_____1. It is customarily open or accessible to the public.

_____2. It is an interior into which the public is customarily invited.

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

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The HPC may recommend designation of a landscape feature or group of features as a SCENIC LANDMARK if they:

_____**1. Recommendations for designation must be accompanied by such historical and architectural information as is required by the commission to make an informed recommendation concerning the application.**

C. PROPERTY DESCRIPTION

1. Building	___ clapboard	___ stone	___stucco	
material(s):	___ shingles	___ cobblestone	___ board and batten	
	_X_ brick	___ logs	___ other:_____	
2. Structural	___ wood frame: heavy timber		___ plank	
system:	___ wood frame: light members		___ metal (explain):_____	
(if known)	___ masonry load-bearing walls		_____	
	___ log		___ other:_____	
3. Condition/ integrity	_X_ excellent	___ deteriorated	Check one:	Check one:
	___ good	___ ruins	_X_ unaltered	_X_ original site
	___ fair	___ unexposed	___ altered	___ moved

date:_____

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

LD

List major alterations and dates (if known): _____

1998 – Drive-in window _____

1982 – 24-hour window teller_____

_____

_____

Source of this information: The Town of Amherst Property Record Online System ("PROS")_____

4. Threats to	_X_ none known	_X_ development	___ deterioration	
building:	___ zoning	___ roads	___ fire	
	___ other/comments:_____			
5. Related	__ barn	___ carriage house	___ shop	___ well
outbuildings	___ garage	___ greenhouse	___ gardens	___ other
and property:	___ shed	___ privy	___ stables	_____ __
	Landscape feature:_____			
	Other:_____			

6. Surroundings: (check all that apply)	__Open Land __woodland __Scattered buildings	__Densely built-up X_commercial __Industrial X_Residential	___ Other :_____

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

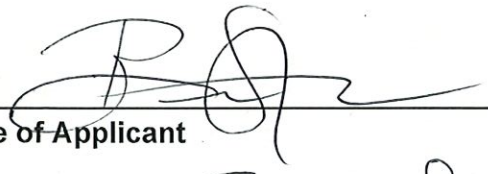
LD

Interrelationship of building and surroundings: Provides the makeup of the 4 corners of Main & Harlem, a highly visible intersection in Amherst. To the north are newer commercial properties, to the South is the Beck Store, original to Snyder (moved from original location), next to Sunoco Gas Station and an extraordinarily large parking lot to the South. Built right up to the SW corner, which is inline with modern zoning codes in a village setting.

7. Other notable features of building and site (i.e. style, details, interior features if known):_____

8. Period of Significance: _1929_____

The period of significance is the time period when a historic resource was associated with important events, people, or activities (could be initial construction dates/major alterations.). A period of significance can be a few days, several years, or thousands of years and a property can have multiple periods of significance.



2/20/25

Signature of Applicant **Date**

Brian Swartz BRIAN SWARTZ

Print Name

Two (2) copies of this form and all supporting documents must arrive by 4:00 pm (end of day) two weeks prior to the monthly Historic Preservation Commission meeting. Upon submission of the complete application, one complete PDF shall be emailed to the Town of Amherst. Email address shall be provided at the time of submission.

DO NOT WRITE BELOW THIS LINE

The Town of Amherst Historic Preservation Commission action taken:

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

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Motion_____

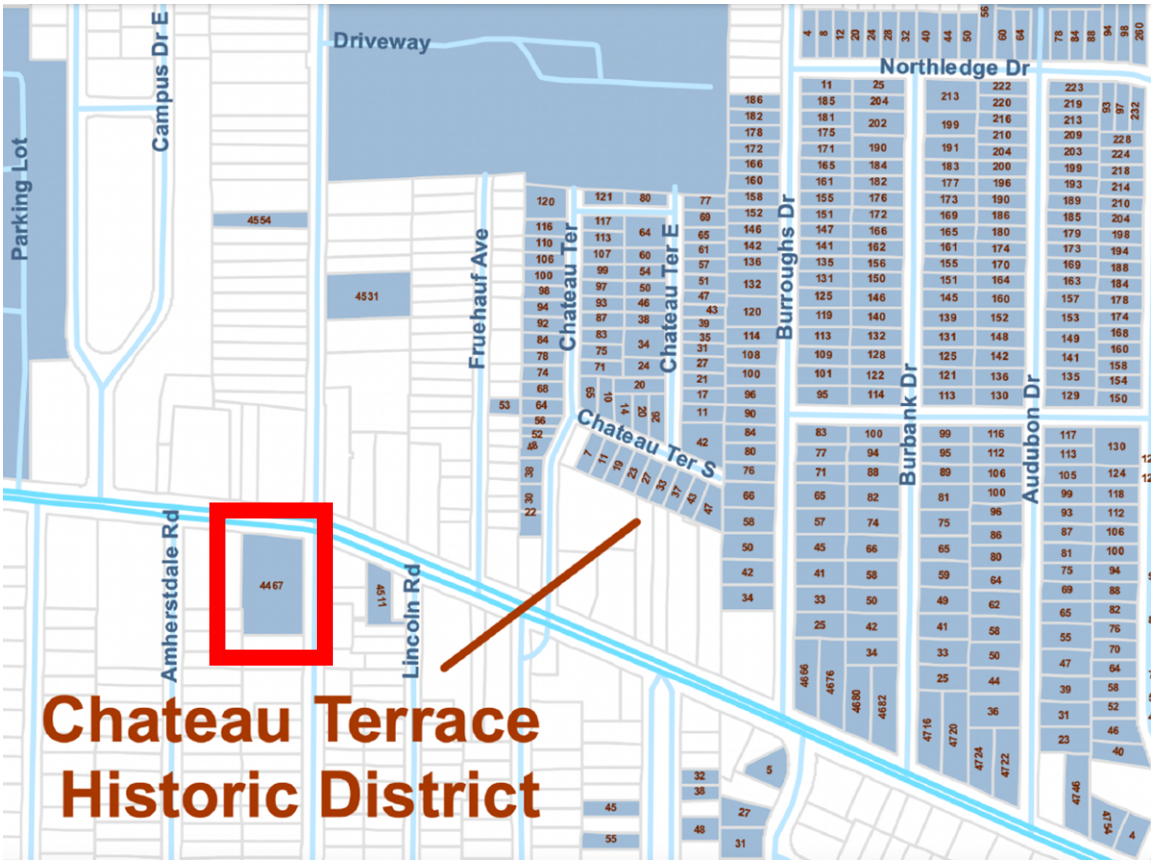
Chairpersons Signature_____

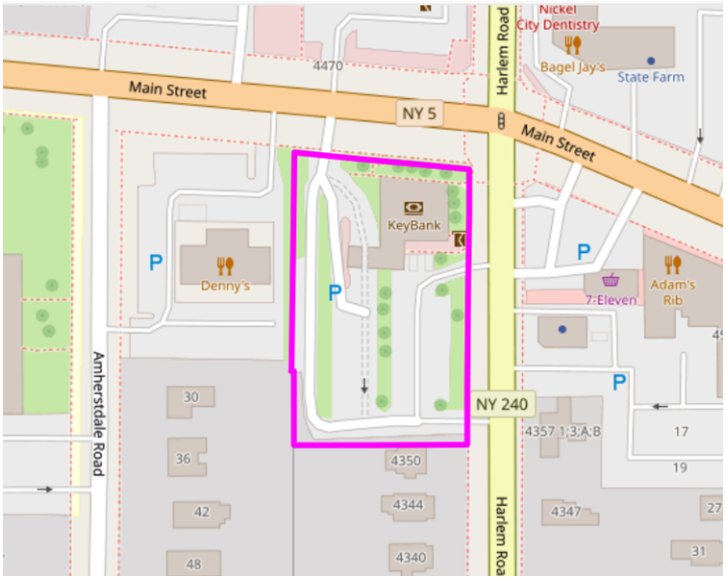
Date_____

CRITERIA NARRATIVES AND SUPPORTING DOCUMENTS MUST BE ATTACHED

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

KeyBank Snyder Branch
4467 Main Street, Snyder, NY 14226
SBL 80.05-5-1





Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



AREA 6

6-79. 4467 Main Street,
Present Marine Midland Bank

The building located at 4467 Main Street (ca. 1930; Photo 6-79), at the southwest corner of Harlem, is a single story Georgian Revival tan brick commercial building. The building first appears on the 1932 Sanborn map as a bank, and continues to retain that function as a bank. Not only is the building significant architecturally, it is a rare example of early twentieth-century commercial architecture in Amherst that has maintained the same functional use for over 80-years.

Source: https://www.amherst.ny.us/pdf/committees/additional/historic/existing.pdf page 52

Name of Resource/Address
Present KeyBank, 4467 Main Street (southwest corner of Harlem Road)

Approx Date of Construction
ca. 1930

Resource Type/Description
1-story roofed brick clad Georgian Revival commercial building. Entrance on Main Street. Elevation has in-antis Corinthian order columns and a pediment above.

Reason for Inclusion
Georgian Revival commercial architecture. Association with the history of Snyderville. Building was constructed as a bank and has continued that functional use.

Color Code
Blue - Extremely high architectural and/or historic significance. These properties would likely also meet the criteria to be considered National Register eligible. A locally significant district. A resource that is rare and lacks individual distinction. All districts are considered Blue as are most farmsteads.

Source: https://www.amherst.ny.us/pdf/committees/additional/historic/appendix1.pdf

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Synder, New York : Background

Nestled within the Town of Amherst, Snyder stands as a testament to the town's rich heritage. As one of Amherst's earliest established areas, Snyder exudes a quaint, village-like charm, boasting a harmonious blend of residential and commercial spaces that encourage pedestrian activity. The area is adorned with a tapestry of local landmarks, including educational institutions, places of worship, and cultural centers, all woven into a classic urban design featuring tree-lined streets and meticulously maintained homes.

Snyder's southern locale within Amherst is framed by Getzville and Brantwood Road to the west, Sheridan Drive to the north, the convergence of I-290 and I-90 to the east, and the boundary with Cheektowaga to the south. The heart of Snyder's revitalization efforts lies along the Main Street corridor, stretching from Campus Drive to Burroughs Drive, which serves as the commercial nucleus of the community.

The historical roots of Snyder trace back to 1804 with Timothy Hopkins' settlement, marking the beginning of its transformation from rural farmland to a bustling community. The arrival of Abraham Snyder in 1823, followed by the establishment of his family's homestead at the crossroads of Main Street and Harlem Road, catalyzed the growth of "Snyderville." The evolution of Snyder continued through the 19th century, with local enterprises catering to the agrarian lifestyle and the influx of stagecoach travelers along the Buffalo-Williamsville thoroughfare.

The dawn of the 20th century heralded a new era for Snyder, shaping its distinctive identity. The introduction of an electric trolley in 1892 linked Snyder to the expanding Buffalo streetcar network, propelling the area into a sought-after residential enclave for the city's affluent. This period also saw the expansion of the business district at Main and Harlem, solidifying its role as the communal hub for the burgeoning suburbs.

In the present day, Snyder's residential zones remain highly coveted, a beacon of stability amidst a static economic landscape. The business district, while evolving, continues to honor its historical significance, transitioning from its pastoral origins to a modern-day haven for exclusive, high-quality merchandise. Snyder's journey from a rural hamlet to a suburban cornerstone and now to a contemporary commercial destination reflects its enduring adaptability and allure.

4467 Main Street: A Historical Narrative

Where Main Street and Harlem intersect in the quaint hamlet of Snyder, New York, stands a testament to the town's communal spirit and architectural heritage: the building at 4467 Main Street. Originally serving as the Bank of Snyder, this structure is

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

a fine example of Georgian Revival architectural style, characterized by its symmetry, proportion, and adherence to classical design principles.

Constructed in 1929, the Bank of Snyder was more than a financial institution; it was a symbol of local pride and autonomy. On July 2nd, 1929, the Bank of Snyder opened its doors to the public for the first time, with "a capital of $100,000 and a surplus of $50,000."[1] In an era marked by economic optimism before the Great Depression, the residents of Snyder came together to establish their own bank, a move that reflected the town's growing affluence and self-reliance. According to the Buffalo Courier Express, when the bank was first established in 1929 "150 of the 160 stockholders are residents of Snyder."[2] This was a "point of pride" not for the officers and directors of the bank, but for the folks that lived in Snyder as well.

The bank's establishment coincided with a period of significant growth for Snyder, which had been founded nearly a century earlier in 1837. The town, named after its first postmaster Michael Snyder, grew from a simple crossroads to a vibrant suburb, its identity intertwined with the ebb and flow of the nation's economy. Once the proud Bank of Snyder, it now operates as a Key Bank branch, but its walls echo a history far richer than its financial legacy. The building's inception as a bank is immortalized on the 1932 Sanborn map, and remarkably, it has continued to serve this original purpose for over 9 decades.

Over the years, the Bank of Snyder would see the world change around it. The Great Depression, the rise and fall of industries, and the ebb and flow of the town's fortunes all played out around this steadfast edifice. In 1934, the bank was acquired by the Marine Trust Company of Buffalo, reflecting the broader economic consolidations of the time. The 1920s and 1930s were decades of stark contrast for Snyder, mirroring the broader American experience. The Roaring Twenties brought a wave of optimism, only to be dashed by the Great Depression's shadow. As the nation grappled with economic turmoil, Snyder was not immune. The once-thriving industries slowed, and the dreams of prosperity were replaced by the stark reality of survival.

Amidst this backdrop, the Marine Trust Company of Buffalo emerged as a beacon of stability. Due to the region's commercial economy, the bank initially focused on trade finance for the burgeoning grain industry in Buffalo. Founded in 1850, the institution weathered economic storms to become a cornerstone of the Buffalo region's financial landscape. It transformed into the Marine Trust Company of Buffalo, and by 1929, as part of the Marine Midland Corporation, it extended its reach far beyond the local

[1] The Buffalo News. (July 1, 1929). . Newspapers.com. Retrieved March 26, 2024, from https://www.newspapers.com/article/the-buffalo-news/144179656/

[2] Buffalo Courier Express. (July 2, 1929). . Newspapers.com. Retrieved March 26, 2024, from https://www.newspapers.com/article/buffalo-courier-express/144179308/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

community. In the early 1960s, Marine Midland Corporation initiated a series of mergers among its network of banks, culminating in the formation of the Marine Trust Company of Western New York. This entity underwent several name changes and expansions, ultimately uniting with nine regional banks in 1976 to establish Marine Midland Bank, boasting assets of $10.5 billion. At the time, this was the largest bank merger in U.S. History.[3] In 1980, the global banking giant HSBC embarked on a strategic expansion into the American market by securing a majority stake of 51% in Marine Midland Banks, Inc. This transition culminated in 1999 when Marine Midland Bank adopted the HSBC brand, emerging as HSBC Bank USA, and signifying a new chapter in its storied history.

Today, as a Key Bank branch, 4467 Main Street continues to serve the financial needs of Snyder's residents, just as it did nearly a century ago. The former Bank of Snyder located at 4467 Main Street is more than a building; it is a narrative woven into the fabric of Snyder. It stands as a testament to the resilience of a town that has seen the pendulum of history swing from prosperity to hardship and back again. It is a monument to the collective spirit of its people, a spirit that endures in the very bricks and mortar of this Georgian Revival masterpiece.

Architectural Summary

Erected in 1929, this Georgian Revival structure is cloaked in brick, its single-story stature exuding the elegance of classical design. Adorned in the Georgian Revival style, the building's symmetrical facade and classical elements reflect a revivalist passion for the grandeur of the past, a nod to the colonial heritage that shaped early American architecture. The significance of 4467 Main Street transcends its architectural merit; it is a rare example of early twentieth-century commercial design within Snyder, one that has steadfastly preserved its functional legacy. The entrance, graced by Corinthian columns set in antis and crowned with a triangular pediment, invites passersby to step into a space where history and commerce intertwine. A Copper clad cornices wrap the length of the building and match with the style of many other century old buildings in Snyder.

Period of Significance: 1929 (original building) and subsequent addition (date unknown)

[3]HSBC Collections, Global Archives - Marine Midland Corp.

https://history.hsbc.com/collections/global-archives/hsbc-usa-inc-marine-midland-corporation

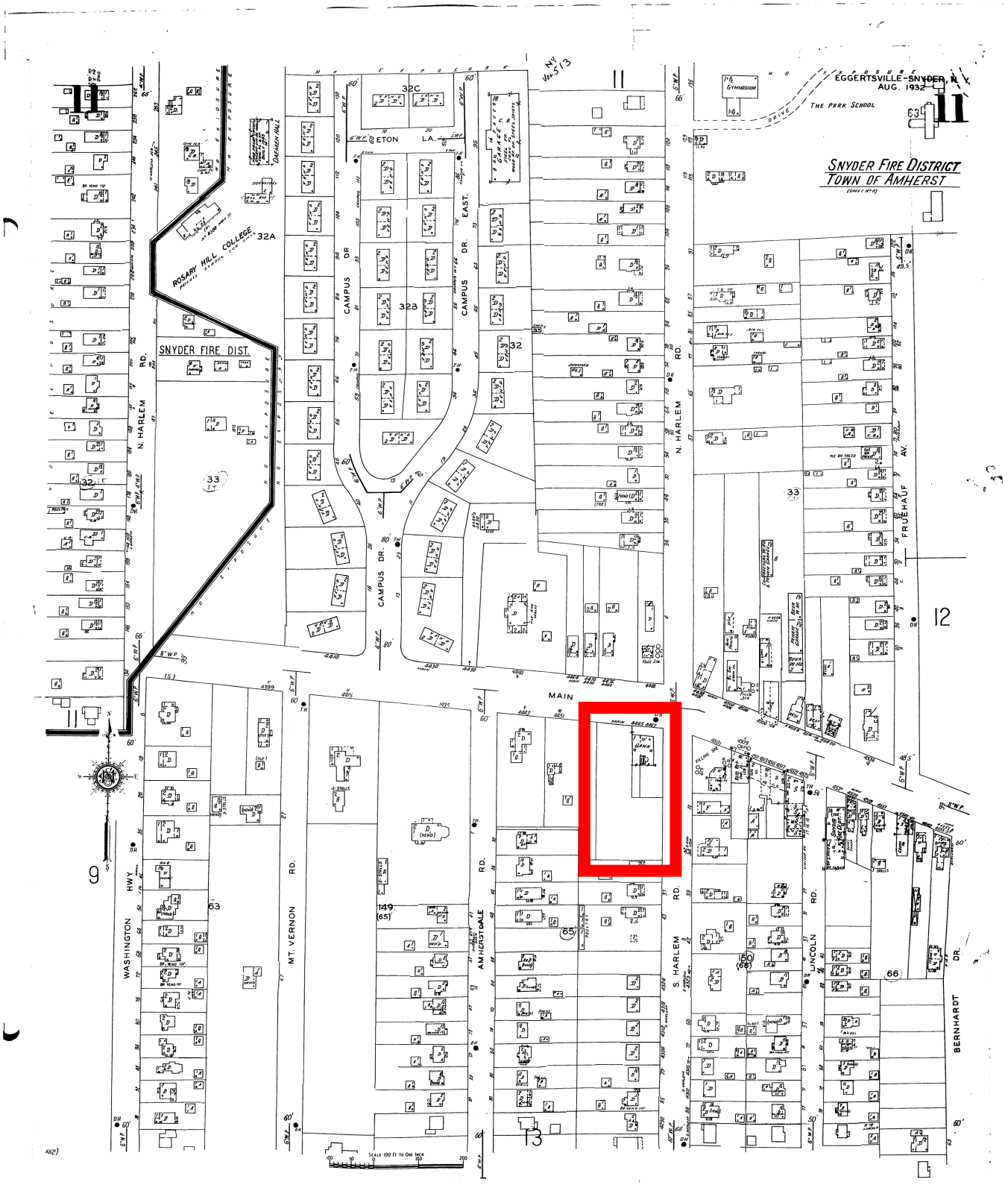
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Architectural Narrative

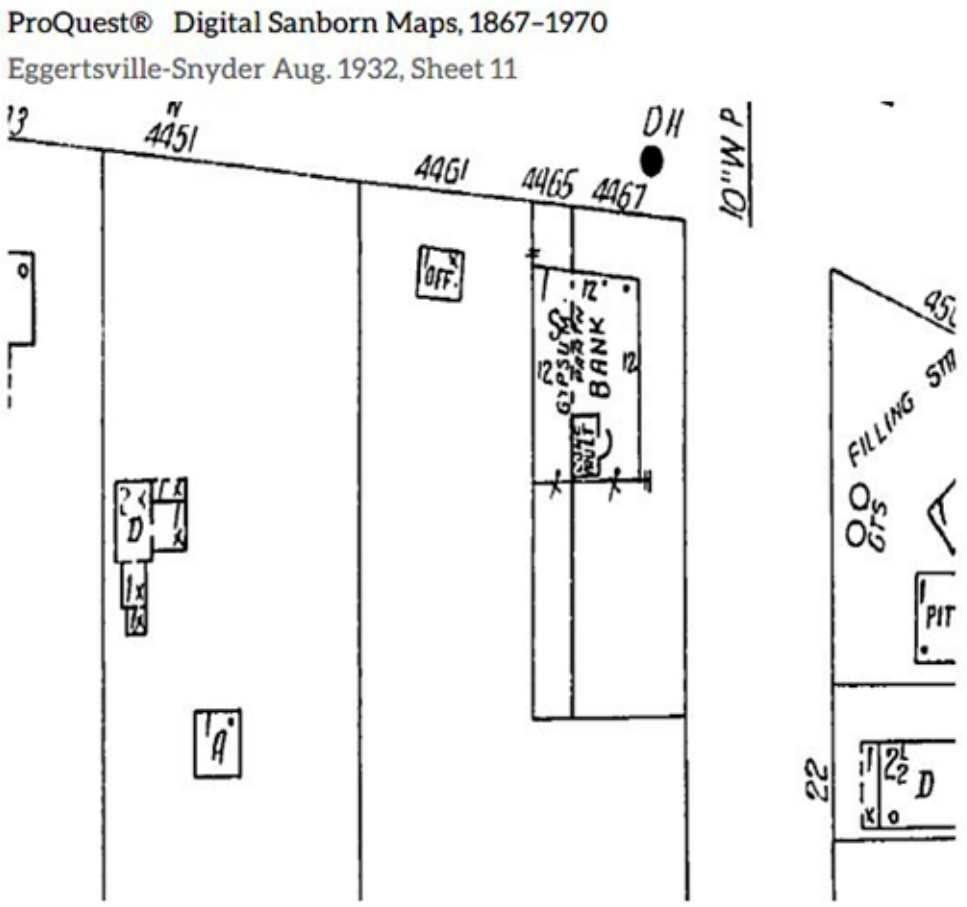
The bank building that has stood at the southwest corner of Harlem Road and Main Street in Amherst, NY was constructed in 1929 with additions in 1960 and later (a non-contributing drive-through addition). It is a one-story building in which the brick facade follows the angle of the property lines. The mortar joints in the 1929 portion contain a visible aggregate invoking historic mortar mixes. Brick quoining was introduced in the 1960 addition at each corner, creating a visible queue demarcating the location of the newer building. Limestone coping appears at the top of the parapet wall, although capped in aluminum break-metal as part of a newer roof assembly. This feature carries into the 1960 building as cast stone. A short protruding cornice is visible on the 1929 building that carries over as a cast stone element onto the 1960 building. Similarly, the continuous limestone lintel above the windows carries over into the 1960 building as cast stone at the same width. Limestone (although painted) is prevalent at the window surrounds, and front door surround. The front entry shows 2 Corinthian-style columns holding up a pediment with an entablature wide enough for bank signage. The column caps contain carved acanthus leaves and Doric bracketing. Beyond the columns is a wide band of limestone wrapping the entry door and arched transom window. The wood transom appears to be original, but the original door was replaced with an aluminum storefront material. The windows in the 1929 building appear to be the original wood windows. They are all double-hung 6 over 9 muntin pattern except for the smaller window along the east facing façade that is a double-hung 6 over 6 muntin pattern. The north facing windows are all singularly wrapped in a limestone surround and feature a partial limestone belt course along the sill that continues into the 1960 building as cast stone. The east facing windows are tripled without the limestone surround, but all have a limestone still. The west facing windows in the 1960 building are the same dimension as the north facing windows but are detailed with a spandrel panel that extends through the belt course down to grade. These windows have a 9 over 9 muntin pattern. Lastly, the original chimney appears to be intact in the 1929 building.

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

SANBORN MAP, 1932



Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Eggertsville-Snyder Aug. 1932 Sheet 11 – Harlem & Main Overlay



Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



NOTICE OF INTENTION TO ORGANIZE THE "BANK OF SNYDER."

WE, THE UNDERSIGNED, DO HEREBY certify and give notice of our intention to organize a state bank under and in pursuance of the laws of the State of New York, as follows:

1. The name by which the State bank is to be known is "BANK OF SNYDER."
2. The place where its business is to be transacted is Snyder, Town of Amherst, County of Erie and State of New York.
3. The amount of its capital stock shall be one hundred thousand dollars ($100,000.00), consisting of two thousand (2,000) shares of the par value of fifty dollars ($50.00) per share.
4. The names and places of residence of the incorporators are as follows:

Name	Residence
George F. Rand	Buffalo, New York
W. Allan Gardner	Snyder, New York
Joseph Coplon	Snyder, New York
Austin B. Hoolihan	Snyder, New York
Otto B. Schuler	Snyder, New York
Frank P. Ranahan	Snyder, New York
William R. Boocock	Snyder, New York
Nelson W. Cheney	Eden, New York
Franklin F. Schafer	Snyder, New York
F. Warren Mundie	Tonawanda, New York
George F. Bates	Buffalo, New York

We, and each of us, do hereby further certify and declare that he will accept the responsibilities and faithfully discharge the duties of a director in said state band if elected to act as such when authorized by the provisions of the banking law of the State of New York.

Made and executed at Buffalo, New York, this 28th day of December, 1928.

GEORGE F. RAND
W. ALLAN GARDNER
JOSEPH COPLON
AUSTIN B. HOOLIHAN
OTTO B. SCHULER
FRANK P. RANAHAN
WILLIAM R. BOOCOCK
NELSON W. CHENEY
FRANKLIN F. SCHAFER
F. WARREN MUNDIE
GEORGE F. BATES

jan.14-21-28feb.4

The Buffalo Times Jan 14, 1929 - Page 19
https://www.newspapers.com/article/the-buffalo-times/140579100/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

BANK HEADS NAMED

F. Warren Mundie chosen president of Snyder institution

Officers of the recently organized Bank of Snyder were elected yesterday at a meeting of the board. The new bank, capitalized at $100,000, with a $50,000 surplus, will be headed by F. Warren Mundie, assistant vice-president of the Marine Trust Company. Construction of the bank building, to be erected at Main street and Harlem road, will be started at once and will be completed July 1st.

The vice-presidents of the new bank will be Joseph Coplon and Otto F. Schuler. Herbert J. Vogelsang was elected cashier.

The board of directors is made up of Egene Warner, W. Allen Gardner, Joseph Coplon, Austin B. Hoolihan, Otto F. Schuler, Frank P. Ranahan, William R. Boocock, Nelson W. Cheney, Franklin F. Schafer, F. Warren Mundie and George F. Bates.

Buffalo Courier Express Apr 4, 1929 - Page 5
https://www.newspapers.com/article/buffalo-courier-express/140578866/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



F. WARREN NUNDIE. OTTO F. SCHULER. HERBERT J. VOGELSANG.

The new Bank of Snyder will open for business Tuesday at 9 A. M. in its new building at Main street and South Harlem road, Snyder, with a capital of $100,000 and a surplus of $50,000.

The bank, which is named for the community it will serve, has 160 stockholders, of whom 150 are residents of the Snyder section.

"We will not be in our own quarters in the building until later in the month, due to certain work which still remains to be completed," said F. Warren Mundie, president of the bank, and assistant vice president of the Marine Trust company of Buffalo, "but we wished to open for the beginning of the interest period." For the present, the banking quarters will be in a store in the building. Before the end of July, the bank will move to its permanent location in the same building.

Officers are: F. Warren Mundie, president; vice presidents are Joseph Coplon, president of the Select Furniture Furniture company of Buffalo; Otto F. Schuler of Schuler Brothers, Snyder. Herbert J. Vogelsang is cashier.

Directors are: George F. Bates, W. Allan Gardner, Frank P. Ranahan, William R. Boocock, Austin B. Hoolihan, Franklin F. Schafer, Nelson W. Cheney, F. Warren Mundie, Otto F. Schuler, Joseph Coplon and Eugene Warner.

The Buffalo News Jul 1, 1929 - Page 40
https://www.newspapers.com/article/the-buffalo-news/140579285/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

WILLIAMSVILLE.

The Bank of Snyder will open for business Tuesday, at 9 o'clock, in the newly erected building, Main and South Harlem roads, Snyder. The building, a one-story brick and tile structure, will provide quarters for the new bank and also a store. The officers are: President, F. Warren Mundie; vice presidents, Joseph Coplon and Otto F. Schuler; cashier, Herbert J. Vogelsang. The directors include the officers and George F. Bates of Buffalo, William R. Boocock, Joseph Coplon and Eugene Warner of Eggertsville, W. Allen Gardner, Austin B. Hoolihan, Franklin F. Schafer, Frank T. Ranahan and

The Buffalo News Jul 1, 1929 - Page 42
https://www.newspapers.com/article/the-buffalo-news/140579517/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

NEW BANK OF SNYDER OPENS; OWNED MOSTLY BY RESIDENTS

The new Bank of Snyder, situated at Harlem road and Main street, Snyder, was opened for business yesterday under the management of F. Warren Mundie, president. The first account in the new bank was opened promptly at 9 o'clock by Ray Neal of Snyder, when he made deposits for his daughters.

The new institution, for the present, will occupy temporary quarters in the new bank building now nearing completion. The permanent quarters will be occupied the latter part of the month.

The Bank of Snyder was organized several months ago by residents of the village and 150 of the 160 stockholders of the institution are residents of that community.

Buffalo Courier Express Jul 3, 1929

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

All Officers Re-elected.

At a meeting of directors following the stockholders' meeting all officers were re-elected for the coming year.

Directors of the Bank of Snyder, a Marine Midland group number, promoted Herbert J. Vogelsang to vice president and cashier. He was also made a director. Mr. Vogelsang has been cashier since the Bank of Snyder opened in 1929. For several years he has been instructor in bank organization and operation at the Universityof Buffalo. He is a graduate of the American Institute of Banking and a former president.

Other officers elected by the directors were: F. Warren Mundie, president; George F. Bates, chairman of the executive committee; Otto F. Schuler, vice president; Nelson J. Carter, assistant cashier.

Stockholders elected the following board members:

William R. Boocock, Nelson W. Cheney, W. Allen Gardner, Austin B. Hoolihan, Franklin P. Schafer, Eugene Warner, Mr. Bates, Mr. Mundie, Mr. Schuler and Mr. Vogelsang.

The Buffalo News Jan 10, 1934

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Opening of four more branches by Marine Midland banks will bring the total number of banking offices in this group system to 75. Branches are to be opened by Marine Midland banks at Avon, Sodus, Webster and Alexandria Bay. Applications have been made to open branches at Middleport, Newark, Mechanicsville, Corinth and Pulaski.

The Bank of Snyder, which now has its own staff of officers and board of directors, is to become a branch of the Marine Trust company, Buffalo.

This is made possible under the recently enacted Stephens bill legalizing branch banking. The conversion of the Bank of Snyder from a unit bank into a branch bank will mark the first time that a bank in Buffalo has opened a branch outside of the city limits.

• • •

The Buffalo News Aug 13, 1934

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS OF THE MARINE TRUST COMPANY OF BUFFALO

NOTICE IS HEREBY GIVEN that a Special Meeting of the Stockholders of The Marine Trust Company of Buffalo has been called to be held at the head office of the company, No. 237 Main Street, in the City of Buffalo, New York, on Friday, the 28th day of September, 1934, at eleven o'clock in the forenoon, for the purpose of submitting to the stockholders of The Marine Trust Company of Buffalo and obtaining their approval of a merger agreement dated September 4, 1934, between The Marine Trust Company of Buffalo and Bank of Snyder providing for the merger of the Bank of Snyder into The Marine Trust Company of Buffalo under the name of "The Marine Trust Company of Buffalo" and pursuant to the provisions of Article XII of the Banking Law of the State of New York prescribing the terms and conditions of said merger and the mode of carrying the same into effect, and of taking such other, further or different action in respect thereof as to the stockholders represented at such meeting or any adjournment thereof shall seem proper, and of transacting such other and further business as may come before the meeting.

Dated Buffalo, N. Y., September 14, 1934.
By Order of the Board of Directors,
GEORGE F. RAND, President.
HENRY J. BEITZ, Secretary.
Sept.14,15,16,17,18,19,20,21,22,23,24,25,26,27

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS OF BANK OF SNYDER

NOTICE IS HEREBY GIVEN that a Special Meeting of the Stockholders of Bank of Snyder has been called to be held at the office of the bank in the Town of Amherst, Erie County, New York, on Friday, the 28th day of September, 1934, at two o'clock in the afternoon for the purpose of submitting to the stockholders of the Bank of Snyder and obtaining their approval of a merger agreement dated September 4, 1934, between The Marine Trust Company of Buffalo and Bank of Snyder, providing for the merger of the Bank of Synder into The Marine Trust Company of Buffalo under the name of "The Marine Trust Company of Buffalo" and pursuant to the provisions of Article XII of the Banking Law of the State of New York, prescribing the terms and conditions of said merger and the mode of carrying the same into effect, and of taking such other, further or different action in respect thereof as to the stockholders represented at such meeting or any adjournment thereof shall seem proper, and of transacting such other and further business as may come before the meeting.

Dated, September 14, 1934.
By Order of the Board of Directors.
F. WARREN MUNDIE, President.
HERBERT J. VOGELSANG,
Vice-President and Cashier.
Sept.14,15,16,17,18,19,20,21,22,23,24,25,26,27

Buffalo Courier Express Sep 17, 1934 - Page 19
https://www.newspapers.com/article/buffalo-courier-express/140577163/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

BANK, SNYDER BECOMES MARINE TRUST BRANCH

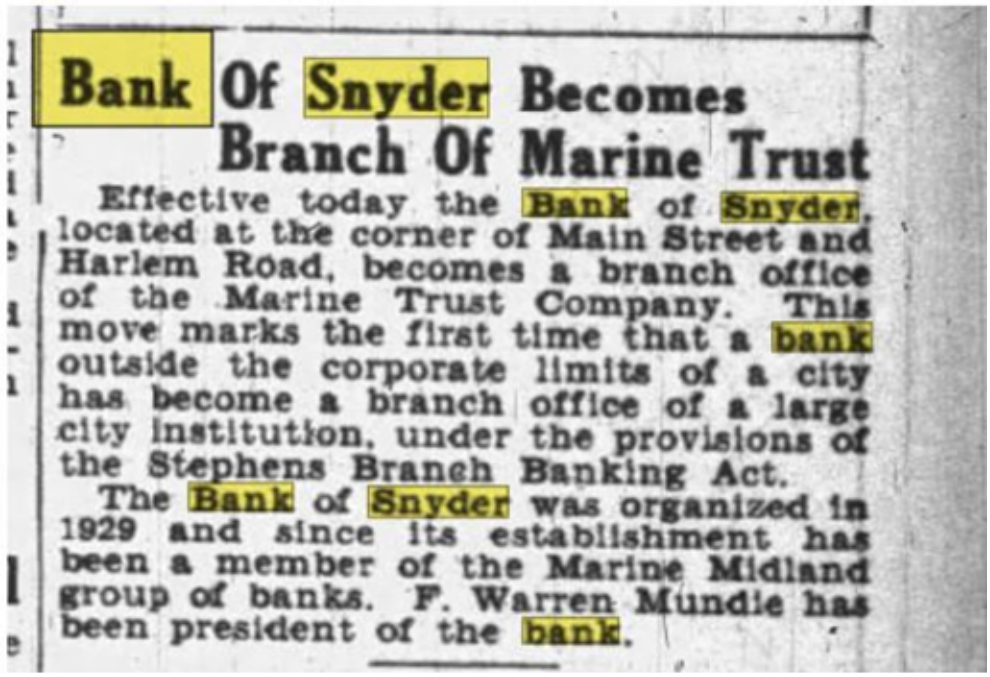
The Bank of Snyder, at Main street and Harlem road, today became a branch of the Marine Trust company, operating under the new state law permitting branch banking in district limits. Stockholders of the Bank of Snyder and of the Marine Trust company approved the merger late last week.

Herbert J. Vogelsang, who has been vice president and cashier of the Snyder bank, will now be manager since its conversion into a branch. F. Warren Mundie had been president. He is also an assistant vice president of the Marine Trust company.

The Bank of Snyder was organized in 1929 and since its establishment has been a member of the Marine Midland group.

The Buffalo News Oct 8, 1934 - Page 13
https://www.newspapers.com/article/the-buffalo-news/140577014/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Bank Of Snyder Becomes Branch Of Marine Trust

Effective today the Bank of Snyder, located at the corner of Main Street and Harlem Road, becomes a branch office of the Marine Trust Company. This move marks the first time that a bank outside the corporate limits of a city has become a branch office of a large city institution, under the provisions of the Stephens Branch Banking Act.

The Bank of Snyder was organized in 1929 and since its establishment has been a member of the Marine Midland group of banks. F. Warren Mundie has been president of the bank.

Buffalo Courier Express Oct 8, 1934



Marine Trust Company Takes Over Snyder Bank

The Marine Trust Company yesterday announced the acquisition of the Bank of Snyder which it will operate as a branch. The latter institution has been a unit of the Marine Midland group since 1929.

Buffalo Courier Express Oct 9, 1934 - Page 19
https://www.newspapers.com/article/buffalo-courier-express/140578118/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Snyder——

Town Selects New Bank Depository

Change Is First Made For Several Years

Amherst's official local banking depository now is the Snyder Branch of the Marine Trust Company, Main Street and Harlem Road. So designated by the Amherst Town Board in the new administration of Supervisor Albert J. Herman, the Snyder bank supplants the Williamsville Branch of the Marine Trust Company.

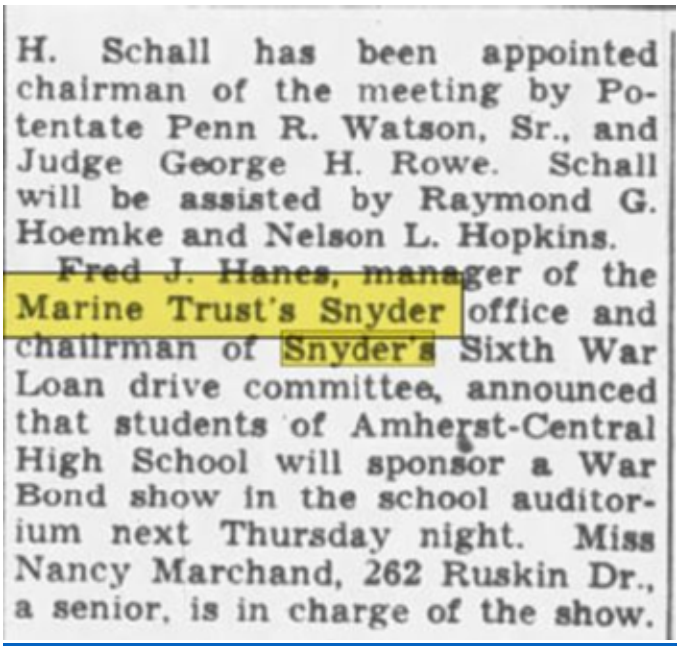
Supervisor Herman pointed out that tax receipts and other funds received in town offices at the Williamsville Village Hall will be deposited in the Williamsville institution for transfer to the Snyder branch. The change in depositories is the first in several years authorized by the Town Board.

The old Bank of Williamsville was depository for the town before it became a branch of the Marine Trust. Former Supervisor Howard G. Britting, whom Supervisor Herman defeated in the November election, was one of the founders of the Williamsville bank and served as its president, until he became supervisor eight years ago.

City banks which also were designated by the Town Board are the Western Savings, Liberty and Manufacturers & Traders Trust Company.

The Buffalo News Jan 12, 1942 - Page 1
https://www.newspapers.com/article/the-buffalo-news/140577538/

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



H. Schall has been appointed chairman of the meeting by Potentate Penn R. Watson, Sr., and Judge George H. Rowe. Schall will be assisted by Raymond G. Hoemke and Nelson L. Hopkins.

Fred J. Hanes, manager of the Marine Trust's Snyder office and chairman of Snyder's Sixth War Loan drive committee, announced that students of Amherst-Central High School will sponsor a War Bond show in the school auditorium next Thursday night. Miss Nancy Marchand, 262 Ruskin Dr., a senior, is in charge of the show.

Buffalo Courier Express Dec 1, 1944

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Marine Trust to Hold Two 'Open Houses'

Open house receptions will be held from 7 to 9 o'clock tomorrow evening at the Snyder and Williamsville offices of the Marine Trust Company to observe the completion of the remodeling and expansion programs of these offices.

Vice President Albert H. Meyer of the Williamsville office and Manager Fred J. Hanes of the Snyder office will be hosts to town and village officials and customers and friends of the bank. President Charles H. Diefendorf and other Marine Trust officers will also attend. At each office, carnations will be distributed to guests as favors.

Occupying twice as much space as formerly, the Snyder office has been enlarged at a cost of about $30,000 to include the entire one-story building at Main St. and Harlem Rd. Modern counters have replaced the old style tellers' cages and the entire office has been redecorated.

At a cost of $50,000, the Williamsville office has been completely remodeled and enlarged. Modern counters provide privacy for the customer and teller. The bank's safe-deposit facilities have been expanded with the installation of additional boxes of all sizes and the refurnishing of coupon rooms for greater privacy and convenience.

The Buffalo News Apr 25, 1949

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Buffalo Courier Express Apr 25, 1949

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Marine Trust Branch Holds Open House



The Marine Trust Co. last night held open house from 7 to 9 o'clock at its newly remodeled and expanded branches in Williamsville and Snyder. Officers of the Marine, including President Charles H. Diefendorf, were on hand to greet guests at both offices during the evening. Mrs. Warren K. Vieth of 23 Hamilton Dr., Snyder, one of the visitors, is shown receiving a souvenir from Fred J. Hanes, manager of the Snyder branch, Main and Harlem, while President Diefendorf looks on.

Buffalo Courier Express Apr 27, 1949

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Figure 1. from intersection of Main St. & Harlem Rd.
Google Maps, May 2022



Figure 2. from Harlem Road
Google Maps, May 2022



Figure 3. from Main Street
Google Maps, July 2023

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

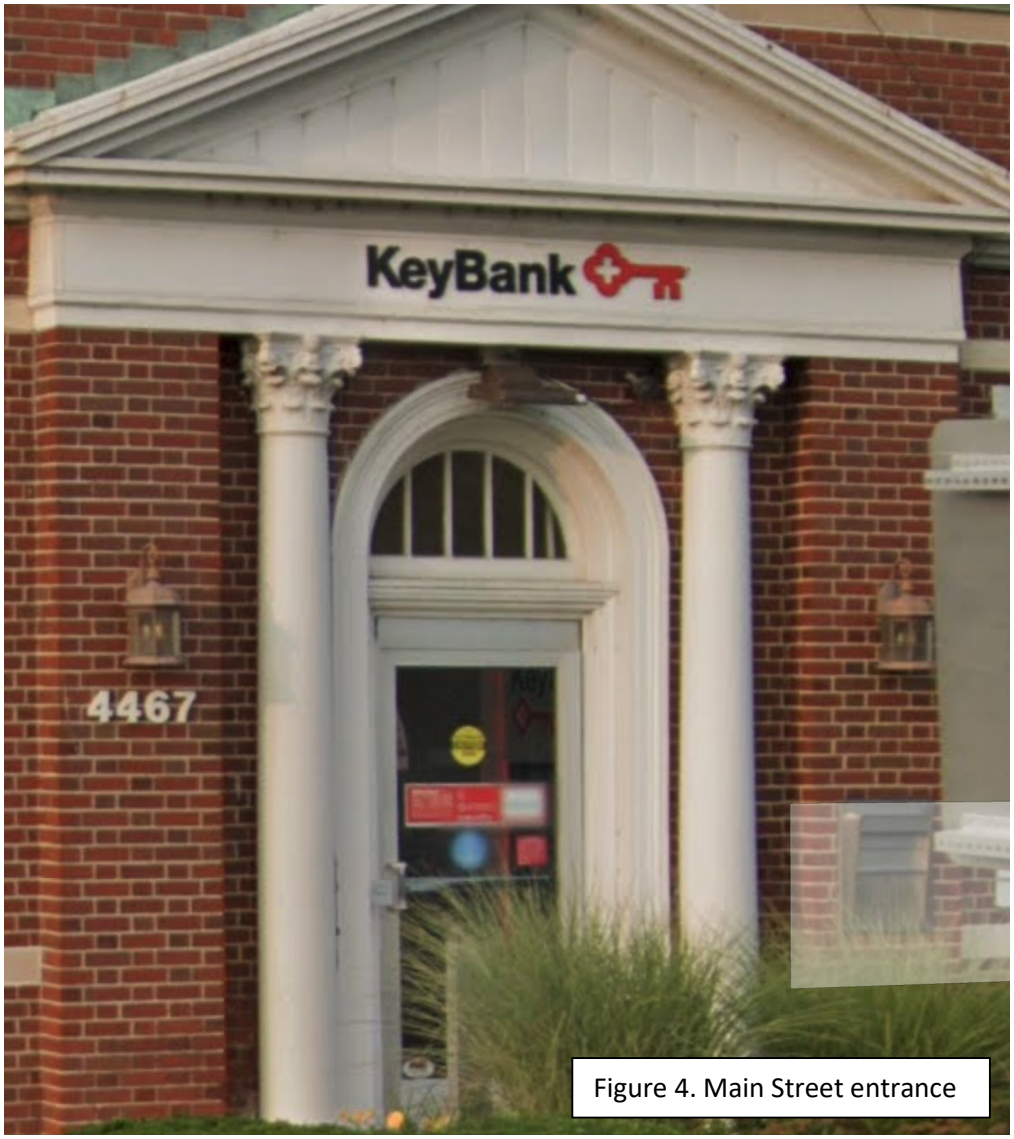


Figure 4. Main Street entrance

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Figure 5. Southwest Elevation



Figure 6. Southwest Elevation



Figure 7. West Elevation



Figure 8. Window Detail

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Figure 9. West Roof Detail

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

Building Department Documents



APPLICATION FOR BUILDING PERMIT
Town of Amherst, Erie County, N. Y.

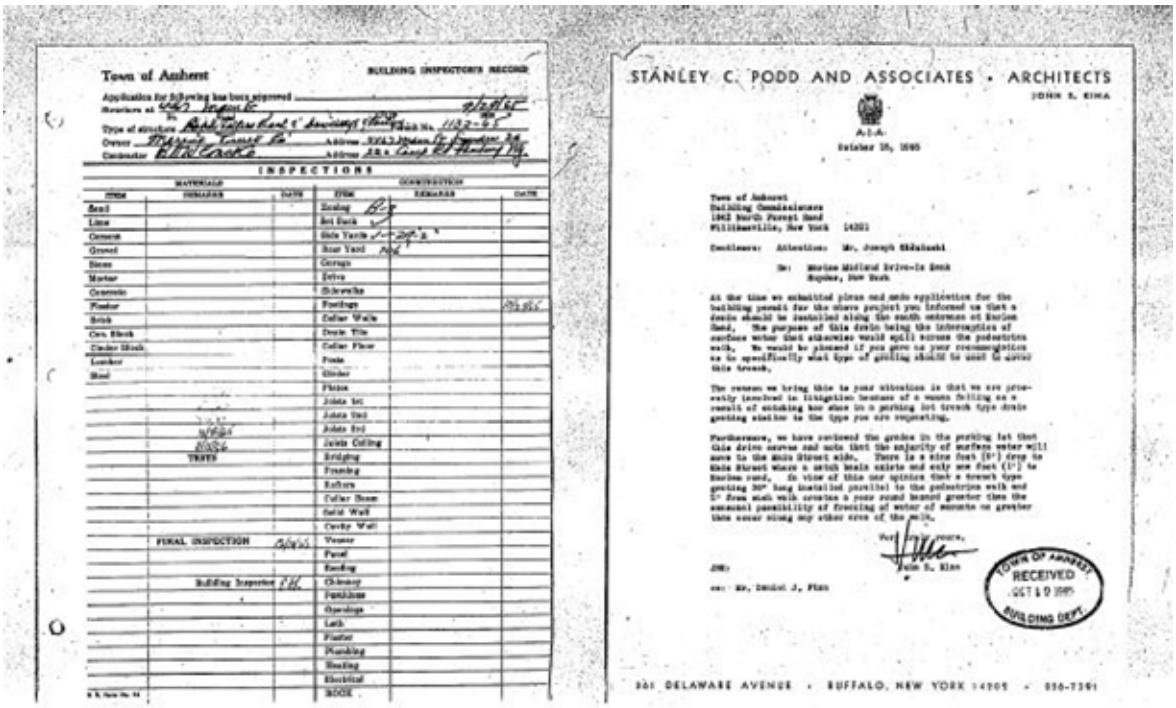
TO THE HONORABLE TOWN BOARD:



CHECK SHEET



Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



Town of Amherst — BUILDING INSPECTOR'S RECORD

INSPECTIONS

MATERIALS — ITEM	MATERIALS — DEALER	MATERIALS — DATE	CONSTRUCTION — ITEM	CONSTRUCTION — REMARKS	CONSTRUCTION — DATE
Sand			Zoning		
Lime			Set Back		
Cement			Side Yards		
Gravel			Rear Yard		
Stone			Garage		
Mortar			Drive		
Concrete			Sidewalks		
Plaster			Footings		
Brick			Cellar Walls		
Cin. Block			Drain Tile		
Cinder Block			Cellar Floor		
Lumber			Posts		
Steel			Girder		
			Piers		
			Joists 1st		
			Joists 2nd		
			Joists 3rd		
			Joist Ceiling		
	TESTS		Bridging		
			Framing		
			Rafters		
			Cellar Beam		
			Solid Wall		
			Cavity Wall		
	FINAL INSPECTION		Veneer		
			Panel		
			Roofing		
	Building Inspector		Chimney		
			Fireplaces		
			Openings		
			Lath		
			Plaster		
			Plumbing		
			Heating		
			Electrical		
			ROOF		

STANLEY C. PODD AND ASSOCIATES • ARCHITECTS
JOHN E. KINA
A.I.A.

October 18, 1965

Town of Amherst
Building Commissioners
1042 North Forest Road
Williamsville, New York 14221

Gentlemen: Attention: Mr. Joseph Sikalusek

Re: Marine Midland Drive-In Bank
Depew, New York

At the time we submitted plans and made application for the building permit for the above project you informed us that a drain should be installed along the south entrance at Harlem Road. The purpose of this drain being the interception of surface water that otherwise would spill across the pedestrian walk. We would be pleased if you give us your recommendation as to specifically what type of grating should be used to cover this trench.

The reason we bring this to your attention is that we are presently involved in litigation because of a recent failing as a result of ponding her alone in a parking lot trench type drain grating similar to the type you are requesting.

Furthermore, we have reviewed the grades in the parking lot that this drive serves and note that the majority of surface water will move to the Main Street side. There is a nine foot (9') drop to Main Street where a catch basin exists and only one foot (1') to Harlem road. In view of this our opinion that a trench type grating 30" long installed parallel to the pedestrian walk and 5' from said walk creates a year round hazard greater than the remotest possibility of freezing of water of amounts or greater than occur along any other area of the walk.

Very truly yours,

John E. Kina

JEK:

cc: Mr. Daniel J. Flax

TOWN OF AMHERST RECEIVED OCT 19 1965 BUILDING DEPT.

381 DELAWARE AVENUE • BUFFALO, NEW YORK 14202 • 856-7391

BP #32-65

October 20, 1965

Stanley C. Podd and Associates
381 Delaware Avenue
Buffalo, New York 14202

Attn: Mr. John E. Kina

Re: Marine Midland Drive-In Bank - Depew, New York

Dear Sirs:

This is with reference to your communication of October 18, 1965, relative to yard water interceptor at the drive to Harlem Road. As discussed over the phone, this office has no objection to the use of a receiver other than the grate-type as recommended by the New York State Department of Public Works. We note, however, concerned about any water spilling over the sidewalk with possible hazardous conditions to pedestrians in the freezing weather. Any design of the drive eliminating slippery conditions would be acceptable to the Town.

It is suggested that a permit be secured from the Erie County Department of Public Works for any work performed within the South Harlem road right of way.

Yours very truly,

J. D. SIEBERT
Commissioner of Building

JDS:dag

cc: Building Inspector (BPC)
Edgar J. Barth, Chairman - Traffic & Safety Committee

STANLEY C. PODD AND ASSOCIATES • ARCHITECTS
JOHN E. KINA
A.I.A.

November 4, 1965

Town of Amherst
Building Commissioner
1042 North Forest Road
Williamsville, New York 14221

Gentlemen: Attention: Mr. Joseph Sikalusek

Re: Marine Midland Drive-In Bank
Depew, New York

Enclosed are two copies of drawing A1-A1 revised October 28, 1965, showing the drainage swale and area drain for eliminating water spillage over the sidewalk at the south entrance of the subject project. All as requested by your office.

Very truly yours,

Leon Stankiewicz

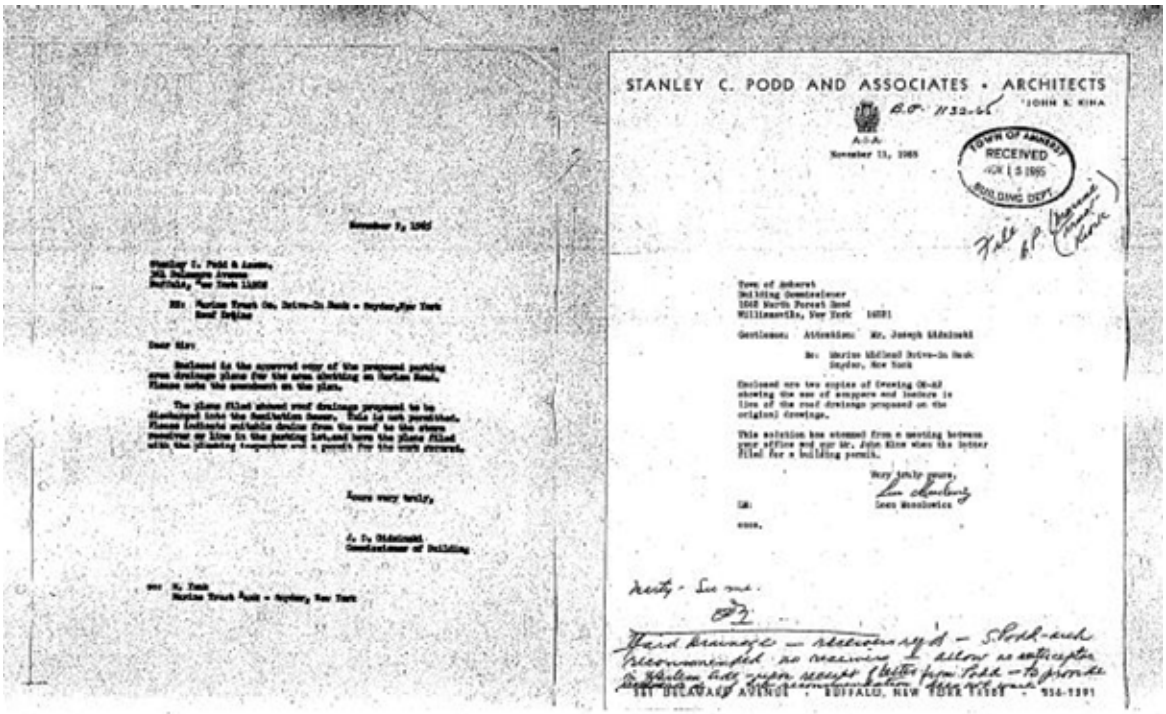
LS
encl.

Please return to JEK

TOWN OF AMHERST RECEIVED NOV 5 - 1965 BUILDING DEPT.

381 DELAWARE AVENUE • BUFFALO, NEW YORK 14202 • 856-7391

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



November 5, 1965

Stanley C. Podd & Assoc.,
241 Delaware Avenue,
Buffalo, New York 14202

Re: Marine Trust Co. Drive-In Bank - Snyder, New York
Roof Drains

Dear Sirs:

Enclosed is the approved copy of the proposed parking area drainage plans for the area abutting on Harlem Road. Please note the amendment on the plan.

The plans filed showed roof drainage proposed to be discharged into the facilities drains. This is not permitted. Please indicate suitable design from the roof to the storm sewer or line in the parking lot and have the plans filed with the planning inspector and a permit for the work secured.

Yours very truly,

J. J. Gildniski
Commissioner of Building

cc: W. Funk
Marine Trust Bank - Snyder, New York

STANLEY C. PODD AND ASSOCIATES • ARCHITECTS
JOHN S. KINA

B.P. 1132-65

A.I.A.

November 11, 1965

TOWN OF AMHERST
RECEIVED
NOV 15 1965
BUILDING DEPT.

Town of Amherst
Building Commissioner
1868 North Forest Road
Williamsville, New York 14221

Gentlemen: Attention: Mr. Joseph Gildniski

Re: Marine Midland Drive-In Bank
Snyder, New York

Enclosed are two copies of Drawing CE-62 showing the use of scuppers and leaders in lieu of the roof drainage proposed on the original drawings.

This solution was stemmed from a meeting between your office and our Mr. John Kina when the latter filed for a building permit.

Very truly yours,
Leon Wasilewicz

LW:
encs.

Verify - See me.

Hard drainage — recommended — S. Podd-ack
Recommended no retaining — allow as anticipated
at Harlem Rd. upon receipt of letter from Podd — to provide
adequate recommendations for retaining area.

241 DELAWARE AVENUE • BUFFALO, NEW YORK 14202 • 856-1391

THE MARINE TRUST COMPANY
OF WESTERN NEW YORK

1132-65

November 27, 1965

Mr. J. J. Gildniski
Commissioner of Building
Town of Amherst
Amherst, New York

Dear Mr. Gildniski:

We have been informed by Mr. John S. Kina of the architectural office of Stanley C. Podd and Association that an area drain at the Harlem Road entrance to our Snyder Drive-In facility possibly will not be required by the Town of Amherst at this time.

It is our understanding that the Building Division of the Town of Amherst will permit the entrance to be installed on the condition that the Marine Midland Trust Company of Western New York does agree to install this area drain at a later date, if, in the judgment of competent engineers such an installation is required.

Please be advised that the Marine Midland Trust Company of Western New York does agree to install the area drain under the terms and conditions stated above.

Thank you for your cooperation.

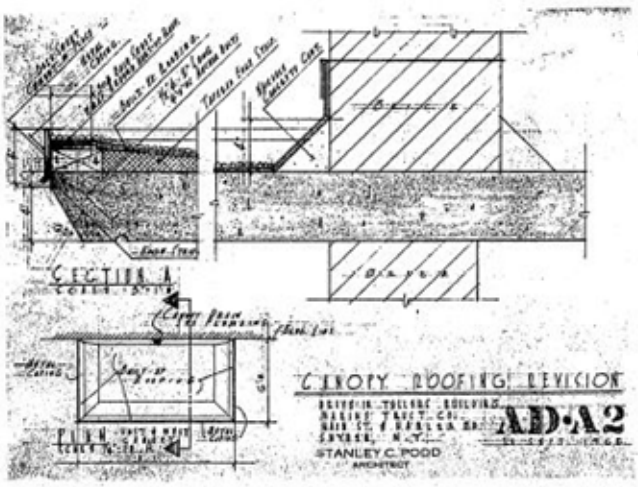
Very truly yours,

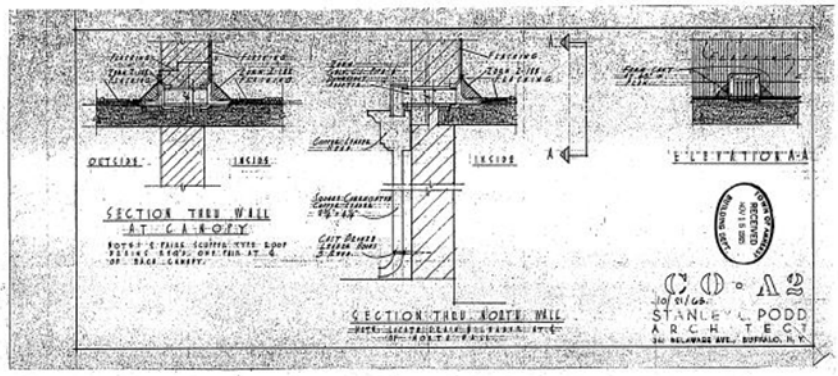
John W. Livingston
Vice President & Comptroller

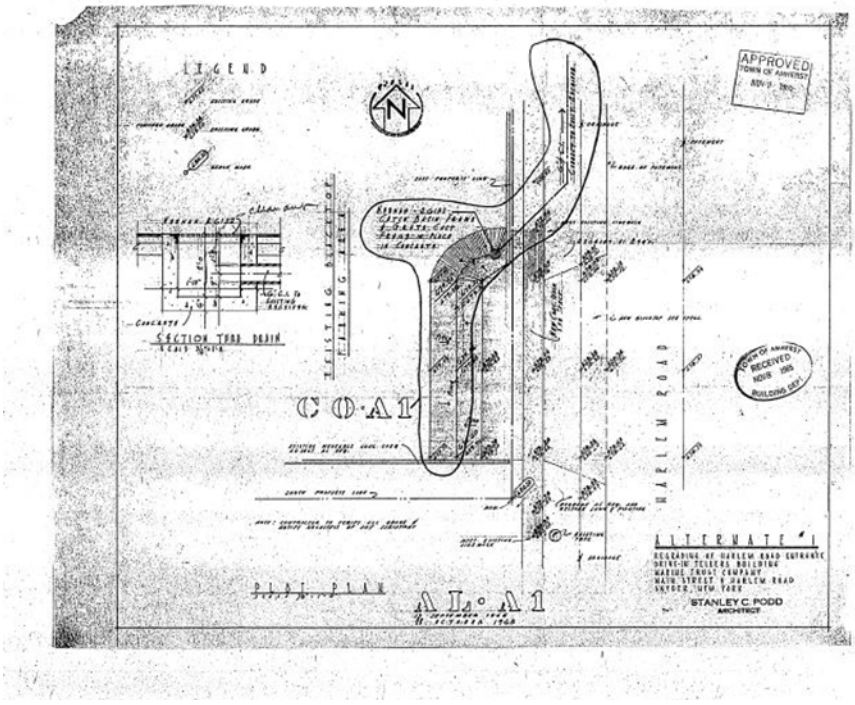
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TOWN OF AMHERST
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BUILDING DEPT.

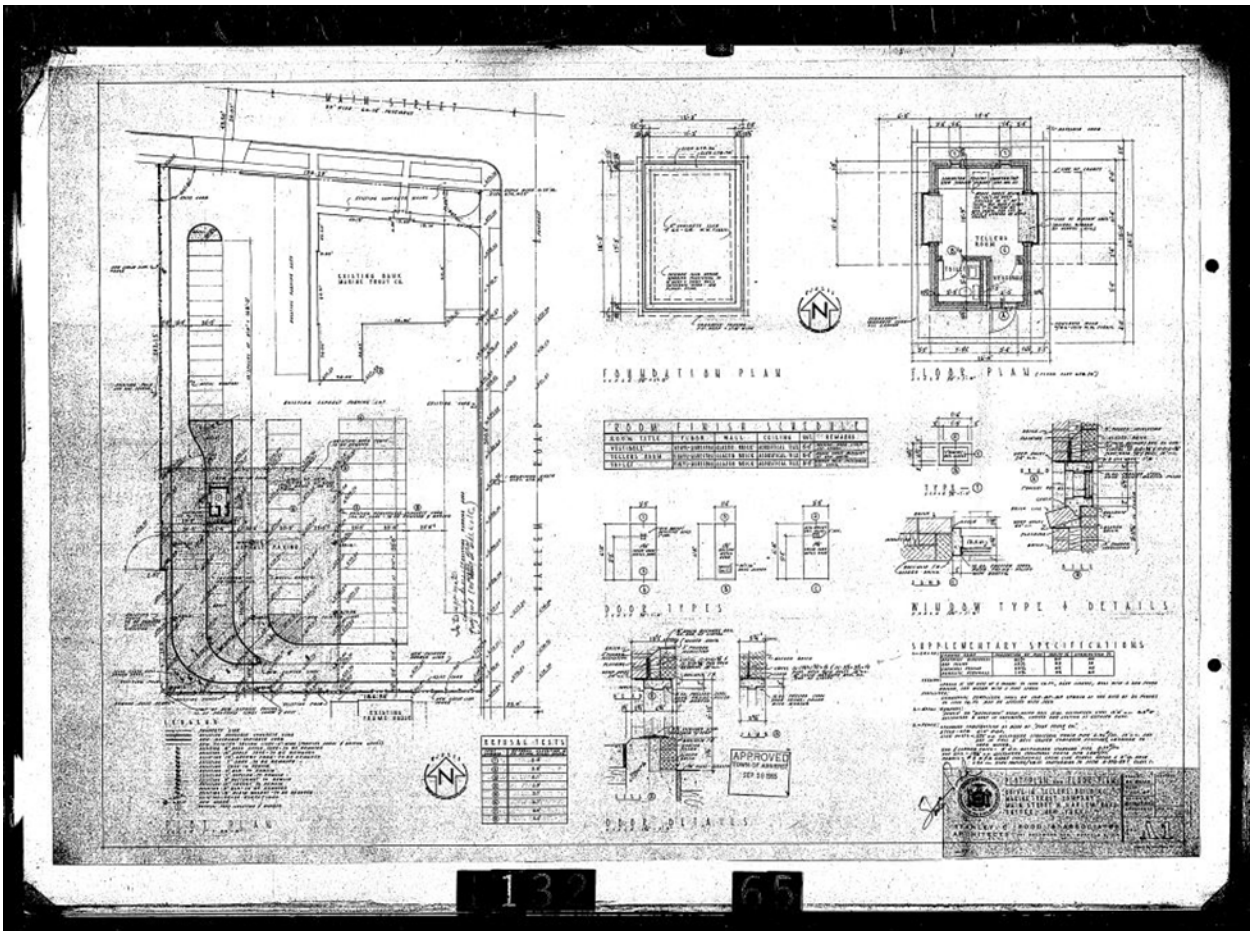
Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)



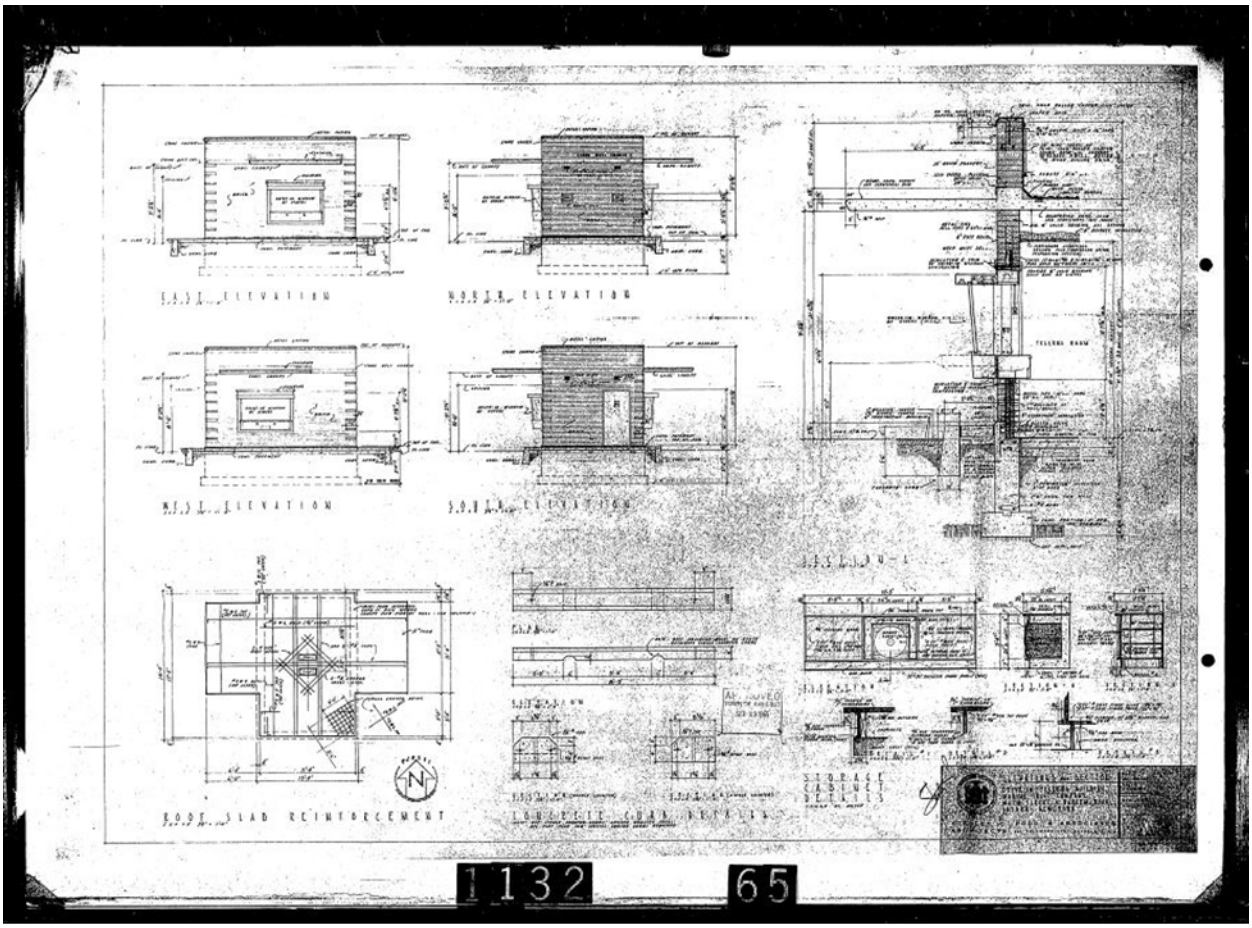




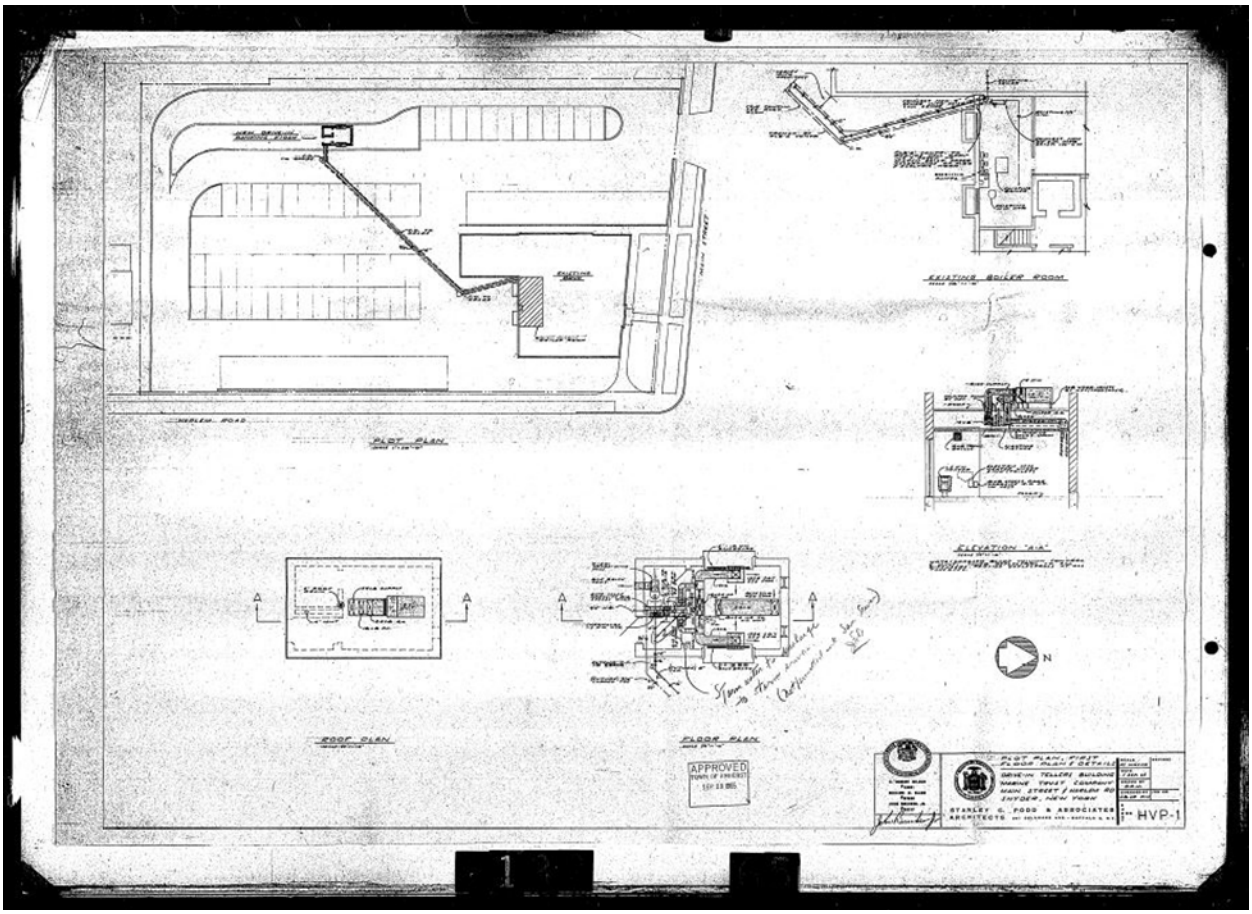
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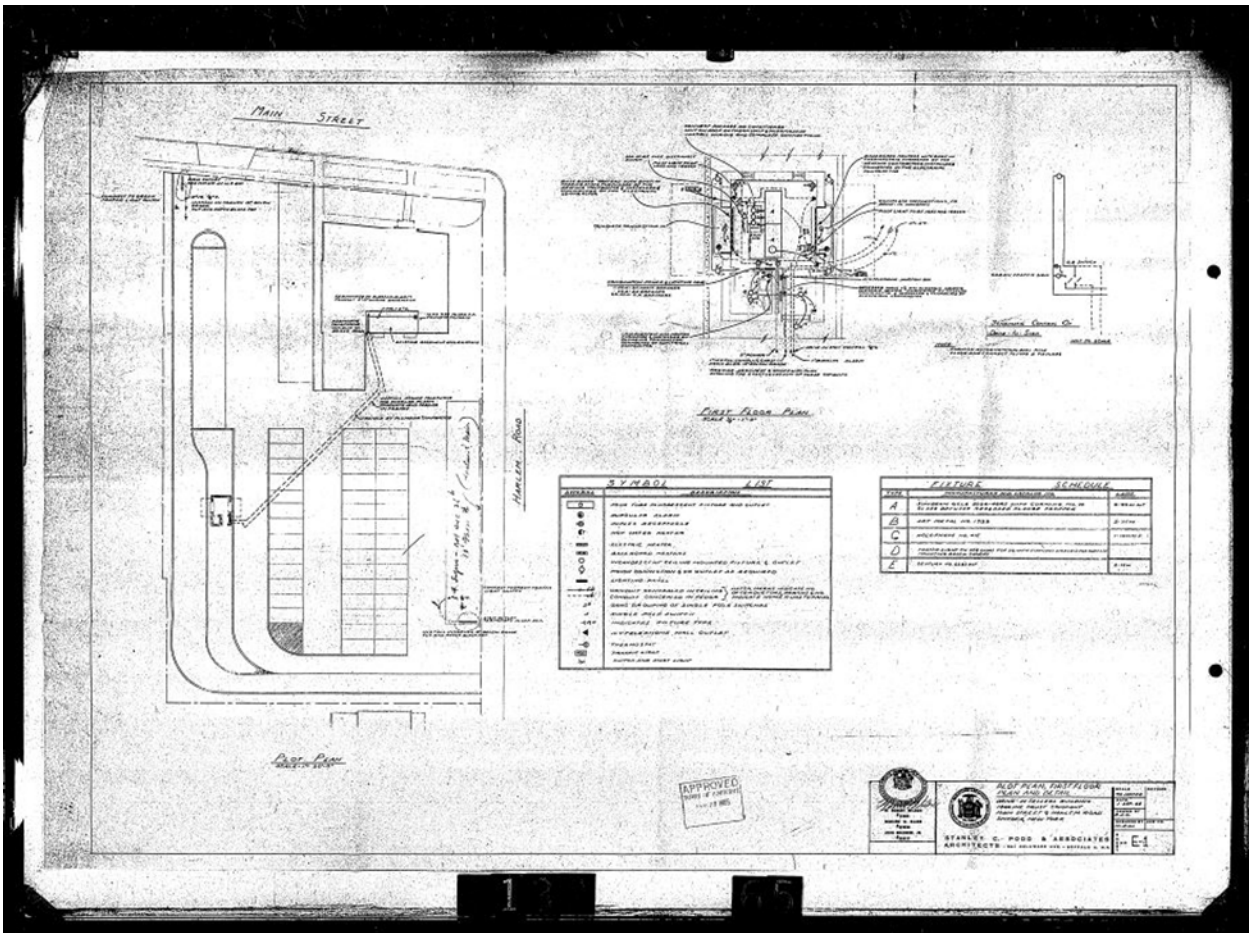
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Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

WHITEMAN
OSTERMAN
& HANNA LLP

Attorneys at Law
www.woh.com

One Commerce Plaza
Albany, New York 12260
518.487.7600 phone
518.487.7777 fax

Terresa M. Bakner
Partner
518.487.7615 phone
tbakner@woh.com

August 14, 2025

Via Email & Federal Express
Supervisor Brian J. Kulpa and Members
of the Amherst Town Board
Town of Amherst
Town Hall
5583 Main Street
Williamsville, New York 14221

Re: Appeal of Amherst Historic Preservation Commission Recommendation for Local Landmark Designation to the Town Board Respecting 4467 Main Street (S.B.L. 80.05-5-1)

Dear Supervisor Kulpa and Members of the Town Board:

Whiteman Osterman & Hanna LLP represents KeyBank National Association ("**KeyBank**"), the owner of the above 1.35-acre parcel of real property located at 4467 Main Street in the Town of Amherst, New York (the "**Town**") and all improvements thereon, including a 5,909-square foot, 1-story brick building (collectively, the "**Property**"). By letter dated July 18, 2025, the Town's Planning Director notified KeyBank that the Historic Preservation Commission (the "**Commission**") adopted a resolution to recommend the Property for individual landmark designation. For the reasons below, and in accordance with Section 121-15 of the Code of the Town of Amherst (the "**Town Code**")[1] KeyBank respectfully submits this application to challenge the Commission's resolution.

[1] Town Code § 121-15 states: "Any person aggrieved by a decision of the Historic Preservation Commission relating to designation, hardship, demolition permit application (*see* Chapter 151, Section 56 for related regulations) or a certificate of appropriateness may, within thirty (30) days of the filing of the decision in the Town Clerk's office, file a written application with the Town Board for review of the decision."

Attachment: TB_Letter_Packet_4467_Main_St (RES-2026-550 : Historic Designation - 4467 Main St)

PRELIMINARY STATEMENT

KeyBank operates a branded bank branch on the Property with a lobby, two (2) drive-through teller lanes and one (1) drive-through ATM lane, a walk-up teller window, and a parking lot. On April 8, 2025, the Commission adopted a resolution (the "**Resolution**") recommending that the Property be designated as an individual landmark because:

- The Property "retains a moderate level of integrity of design, materials, craftmanship, and settings as they relate to the exterior of the building," thereby embodying "the distinctive characteristics of the early 20th century Georgian Revival style" (Resolution [citing Town Code § 121-6(A)(3)]); and
- The Property "represents an established and familiar visual feature of the Snyder neighborhood as a bank institution on the southwestern corner of Mains [sic] Street and Harlem Road since 1929" (*id.* [citing Town Code § 121-6(A)(4)]).

KeyBank respectfully submits that the Commission's findings are fundamentally flawed, contrary to the Town's repeated omissions of the Property from its Intensive Level Surveys of Historic Resources, and insufficient to support landmark designation under the Town Code.

***The Property does not embody the "distinctive characteristics" of Georgian Revival style*:** Contrary to the Commission's statement in the Resolution that the Property was "sensitively and appropriately modified/enlarged," the Property has been significantly altered over the course of its ownership by four successive regional and national banks to meet building code requirements, accommodate neighborhood growth, and respond to consumer needs in the banking industry. For instance, a large, windowless and asymmetrical addition was added to the front façade, removing any semblance of the quintessential symmetry found in Georgian Revival architecture. Similarly, the installation of parapets to obscure the view of mechanical equipment on the building's *flat* roof underscores that the pitched roof typically found in Georgian Revival architecture is noticeably lacking. Moreover, the construction of drive-through teller lanes, a drive-through ATM lane and a walk-up teller window, the expansion of the parking lot, and the numerous code-related improvements and renovations have further diluted any purported "distinctive characteristics" of Georgian Revival architecture.

The result is a nondescript bank branch with features that fall well below "a moderate level" of Georgian Revival design, materials or craftmanship.

***The community's familiarity with the Property as a branded bank branch does not render it historically significant*:** The Commission's statement that the Property is "an established and familiar visual feature" because it has been a bank since 1929 ignores the extensive renovations completed by the Property's four successive regional and national bank owners. Simply put, any claim that the current Property resembles the original Bank of Snyder would be patently disingenuous. Rather, the Property is more appropriately characterized as a generic, branded bank property that has evolved over time to suit its tenant, rather than a historically or architecturally significant and familiar landmark.

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Indeed, the Town's Intensive Level Surveys of Historic Resources in 1998 and 2017[2] reflect that, contrary to the Commission's Resolution, the Property has never been identified as a "significant Amherst property" worthy of landmark designation.[3]

For these and the other reasons discussed below, the Commission erred in recommending that the Property be designated as an individual landmark. In accordance with the procedures set forth in Town Code § 121-15, KeyBank respectfully submits this written application to the Town Board to reject the Commission's decision and deny the proposed landmark designation.

In the event the Town Board conducts a public hearing prior to acting on the Commission's recommendation as required by Town Code § 121-6(J), and/or schedules a public hearing on the matter in response to this appeal as required by § 121-15, KeyBank respectfully requests that it be provided notice of such hearing at least thirty (30) days prior to the scheduled date.

THE COMMISSION'S LANDMARK RECOMMENDATION

Section 121-6 of the Town Code provides that the Commission "shall delineate landmarks or historic districts and recommend them to the Town Board for designation under local law." For an individual property, the Commission may recommend its designation as "an individual landmark" under Town Code § 121-6(A) if the property:

> "(1) Exemplifies or possesses special character, or historic or aesthetic interest of value as part of the political, economic, or social history of the Town;
>
> (2) Is identified with persons or events significant in local, state, or national history;
>
> (3) Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder;
>
> (4) Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community; or
>
> (5) Has yielded or may be likely to yield information important in prehistory or history."

On March 19, 2024, a resident submitted an application to the Town Planning Department for the proposed designation of the Property as an individual landmark. The Commission amended and supplemented the application and its supporting materials during its regular meetings from April through December 2024, at which point it voted to hold a public hearing regarding the Property's proposed landmark designation. The application was formally introduced, and a public hearing commenced, at the Commission's regular meeting on January 30, 2025. The public hearing

[2] "Intensive Level" surveys provide "detailed information needed for determining which properties are eligible for historic designations." *See* https://landmarksociety.org/wp-content/uploads/2012/04/Historic-Resources-Surveys.pdf.

[3] *See* the Annotated List of Properties compiled during the 1998 and 2017 Intensive Level Surveys (available at www.amherst.ny.us/pdf/committees/additional/historic/2017_intensive_level_survey/220211_04_section_3.pdf).

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was kept open through March 11, 2025, during which time the Commission received public comments on the application, including KeyBank's written submission to the Commission dated March 10, 2025 and KeyBank's presentation at the March 11, 2025 public hearing.

On April 8, 2025, the Commission adopted the Resolution recommending that the Property be designated as an individual landmark on the basis that it meets the criteria set forth above in subsections (3) (embodies the distinguishing characteristics of a type, period or method of construction or design style) and (4) (represents an established and familiar visual feature of the community).[4]

On July 18, 2025, KeyBank was notified, by letter from the Town's Planning Director, of the Commission's Resolution. It is unclear whether the Commission has filed the Resolution in the Town Clerk's office, which triggers the thirty (30)-day appeal period under Town Code § 121-15.[5]

Given the procedural uncertainty regarding the Commission's Resolution, KeyBank is filing the within appeal pursuant to Town Code § 121-15 to preserve its right to challenge the Commission's recommendation that the Property be designated as an individual landmark.

DISCUSSION

As noted above, the Commission based its Resolution on subsections (3) and (4) of Town Code § 121-6(A).

Following the January 30, 2025 meeting when the proposed landmark designation was introduced, KeyBank retained Chronicle Heritage ("**Chronicle**") to study the Property's historical and architectural significance. To complete its study, Chronicle reviewed current exterior photographic documentation, conducted historical research, engaged in an architectural investigation of the building, and performed an on-site field investigation. Chronicle incorporated the results of its study in a Historic Structure Assessment dated March 10, 2025, a copy of which is attached hereto as **Exhibit B** (the "**Chronicle Report**").

For the reasons set forth below and in the Chronicle Report, KeyBank respectfully submits that the Property does not meet Town Code § 121-6(A)(3) or (4). Indeed, the Chronicle Report concludes that as a result of extensive modifications, "the building does not retain sufficient historical integrity to meet the local landmark eligibility criteria," and such alterations "undermine its eligibility for the New York State and or National Registers of Historic Places."

[4] A copy of the Resolution is attached hereto as **Exhibit A**.

[5] It is also unclear whether the Commission has (a) filed, in writing, the boundaries of the proposed landmark in the Town Clerk's office for public inspection, as required by Town Code § 121-6(E), or (b) sent notice of the proposed designation to the Town's Highway, Engineering, Planning and Assessor's Departments and the Buffalo Niagara Heritage Village, among others, as required by Town Code § 121-6(H).

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I. The Property does not meet subsection (3).

Subsection (3): "Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder"

The building on the Property is neither an "example of the use of indigenous materials or craftsmanship," nor "representative of the work of a designer, architect or builder." In fact, no particular designer, architect or builder of the building has ever been identified. Rather, the Commission's determination that the Property meets subsection (3) relies on conclusory—and ultimately, inaccurate—statements that the Property "retains a moderate level of integrity of design, materials, craftmanship, and settings as they relate to the exterior of the building," thereby embodying "the distinctive characteristics of the early 20th century Georgian Revival style."

By way of background, the Property has been operated as a bank since it was built in 1929. Originally the Bank of Snyder, the Property was purchased by Marine Trust Company (a regional bank) only four years after the building's construction. Following a series of mergers and name changes, Marine Trust Company became Marine Midland Bank, which was succeeded by HSBC Bank USA National Association, First Niagara Bank National Association, and then KeyBank.

Contrary to the Commission's above assertion in the Resolution, the building on the Property has been extensively expanded and modernized many times over the years by its successive owners, removing the primary distinguishing features of Georgian Revival architecture.

One of the primary distinguishing features of Georgian Revival architecture is symmetry, including the front façade, windows, rooflines and chimney(ies). The building on the Property was expanded in the 1950s with an addition to one side of the original front façade containing no windows or doorways. As a result, the original front façade (including the entrance and windows) no longer has the quintessential symmetry found in Georgian Revival architecture.

The building was further expanded to accommodate changes in the delivery of banking services to consumers. The first drive-through window and lanes were constructed in 1960 (and then reconstructed in 1965, 1994 and 1999) and a walk-up teller window was installed in 1982. *See* Chronicle Report, Appendix A. These additions, which are identifiable by the seam in the brick siding, the different eaves, and the asymmetrical placement of doors and windows in various sizes, resulted in an irregular, "L-shaped" structure—a stark contrast to the original bank building.

The building was further altered to meet the evolving standards of the New York State Uniform Fire Prevention and Building Code and Americans with Disabilities Act. These alterations included:

- The addition of, and/or upgrades to, the heating/cooling, electrical and plumbing systems, roofing, insulation and windows.[6]
- A metal railing and concrete ramp were installed in 1992 to improve accessibility for the disabled[7];

[6] A photograph of the building's mechanicals, electrical and plumbing is attached hereto as **Exhibit C**.

[7] *See* Chronicle Report, Exhibit B, p.7.

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- Front, side and back doors were installed or replaced, and in some instances widened, to facilitate accessibility; and
- Parapets of varying heights were installed to obscure the view of mechanical equipment on the roof. The building's flat roof is noteworthy, as buildings constructed in the Georgian Revival style typically featured pitched roofs hipped, sloped or side-gabled roofs.

See the photograph reflecting certain of the above modifications to the building's exterior attached hereto as **Exhibit D**.

The above alterations and modifications have entirely altered the original building design, thereby removing its distinctive Georgian Revival characteristics.[8] The result is a nondescript bank branch with features that fall well below what the Commission referred to as "a moderate level" of Georgian Revival design, materials or craftmanship. Indeed, other KeyBank branches that were built at various times throughout the twentieth century, in varying design styles, have similar characteristics as the Property's building, including red brick siding, white columns, and other red and white accents.[9] For these and the other reasons set forth in the Chronicle Report, KeyBank respectfully submits that the Property does not meet subsection (3) of the Town Code.

II. The Property does not meet subsection (4).

Subsection (4): "Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community"

The Commission's determination that the Property meets subsection (4) is based entirely on the conclusory statement that the Property is "an established and familiar visual feature of the Snyder neighborhood as a bank institution on the southwestern corner of Mains [sic] Street and Harlem Road since 1929." Notwithstanding that the Property originally contained a store *and* a bank, the Commission's observation that the Property has operated as a bank since 1929 is insufficient for individual landmark designation.

The Bank of Snyder lasted a mere four years before Marine Trust Company purchased the Property in 1934, beginning its series of rebranding under various regional and national banks with no connection to the Bank of Snyder. As previously discussed, the building has been significantly expanded and altered over the decades as part of the Property's successive rebranding. The repeated rebranding and alteration of the building has eliminated any semblance of visual continuity, with the net result being a generic bank building that could be found elsewhere in the region and state.[10]

Simply put, the fact that the building has continued to operate as a bank does not satisfy subsection (4)'s requirement that the property has a singular physical characteristic that makes it an "established and familiar visual feature of the community."

[8] The use of red brick and columns next to the entrance are not unique to Georgian Revival and cannot reasonably be considered distinguishing architectural characteristics sufficient to warrant individual landmark designation.

[9] Photographs showing examples of other KeyBank branches with these similar characteristics are attached hereto as **Exhibit E**.

[10] *See, e.g.*, footnote 9 (showing other KeyBank branches with similar characteristics as the Property's building).

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The Commission also highlights the location of the Property at the intersection of Main Street and Harlem Road presumably in an attempt to establish, in accordance with subsection (4), that the Property is an established and familiar visual feature "by virtue of its unique location." This similarly misses the mark. The intersection of Main Street and Harlem Road is dominated by franchise buildings, including a large Sunoco gas station and convenience store on the opposite side of Harlem Road, an adjacent Denny's on Main Street, and of course the KeyBank branch building.[11] In short, any "familiarity" associated with this location is attributable to KeyBank's and the other neighboring franchises' recognizable contemporary branding.

Finally, the Commission's claim that the Property is a "significant Amherst property" is directly contrary to the Town's repeated *omission* of the Property from its Intensive Level Surveys of Historic Resources in 1998 and 2017. Simply put, contrary to the Commission's Resolution, the Property has never been identified as a "significant Amherst property" worthy of landmark designation.[12] KeyBank respectfully submits that the Town's Intensive Level Surveys are correct, and the Property should not be designated as an individual landmark.

CONCLUSION

KeyBank has a substantial presence in the Town of Amherst and in the surrounding area, with branch offices at 3171 and 5173 Sheridan Drive, 3050 Niagara Falls Boulevard, 804 Hopkins Road and 8850 Transit Road. While KeyBank is committed to improving the local community and supporting the Town in its historic preservation agenda, KeyBank strongly disagrees with the Commission's Resolution that the Property warrants individual landmark designation. Accordingly, KeyBank respectfully requests that the Town Board reject the Commission's Resolution and deny the proposal to designate the Property as an individual landmark.

Respectfully submitted,

/s/ Terresa M. Bakner

Terresa M. Bakner

cc: Brian Swartz, Chairman, Commission
Daniel C. Howard, Planning Director
Steven B. Bengart, Town Attorney
Samuel A. Alba, Senior Deputy Attorney

[11] Photographs depicting these various other franchises are collectively attached hereto as **Exhibit F**.

[12] *See, supra*, footnote 3 (Annotated List of Properties compiled during the 1998 and 2017 Intensive Level Surveys).

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March 10, 2025

Via E-Mail and Hand Delivery
planningemail@amherst.ny.us

Chairman Swartz and Members of the
Historic Preservation Commission
Town of Amherst
Town Hall
5583 Main Street
Williamsville, NY 14221

RE: Proposed Local Historic Designation Nomination
Parcel# 4467 Main Street, Town of Amherst, Erie County, New York

Dear Chairman Swartz and Members of the Historic Preservation Commission:

Whiteman, Osterman & Hanna LLP represents KeyBank National Association ("**KeyBank**"), the owner of a 1.35-acre parcel of real property located at 4467 Main Street in the Town of Amherst, New York (Tax ID # 80.05-5-1) and all improvements thereon, including a 5,909-square foot 1-story brick building (collectively, the "**Property**"). KeyBank operates a branded bank branch on the Property with a number of drive-through teller lanes, a walk-up teller window and a parking lot.

We write on behalf of KeyBank concerning the third-party nomination presented to Your Honors, the Town of Amherst Historic Preservation Commission (the "**HPC**"), seeking your recommendation to the Amherst Town Board that the subject KeyBank branch building be designated as an historic landmark (a "**Landmark**" or "**Landmark Status**") as an example of a Georgian Revival building.[1] A public hearing was opened on January 30, 2025, and is being held open until the upcoming meeting on March 11, 2025.

We have reviewed the nomination and file documents provided to us pursuant to New York Freedom of Information Law by Town staff, and respectfully submit that the Property does not

[1] Town Code § 121-6 (J)

qualify for Landmark Status. Moreover, KeyBank hereby requests that the HPC decline to recommend to the Town Board that the subject building be designated as a "Landmark."

A review of the record to date reflects that the applicant has requested that the HPC recommend that the Town Board designate the Property as a Landmark based on the mistaken belief that the Property satisfies the following two criteria, Local Landmark Criteria 121-6 (A)(3) and 121-6 (A)(4)

(3) Embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship; or is representative of the work of a designer, architect or builder; or

(4) Represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic, represents an established and familiar visual feature of the community.[2]

The Property does not meet these criteria and should not be recommended for Landmark Status for the following reasons set forth, not the least of which is that this is a commercial franchise building continuously rebranded through four successive franchise owners starting within four years of its construction. Its current appearance is interchangeable with KeyBank's other bank branches. ***See Attachment 1***, Photos of KeyBank Branches. KeyBank retained Chronicle to prepare the attached report which demonstrates that the building does not meet the qualifications to be a landmark. Highlights of the report are as follows:

- The Property has not been a part of either of the Town's intensive level historic surveys in 2008 or 2017 as is claimed in the Nomination, only the reconnaissance level surveys. ***See Attachment 2,*** Chronicle.
- An architect for the building has not been identified and there is no known association with any architect or builder of merit or historical renown. ***See Attachment 2***, Chronicle.
- The Property and Building have been continuously upgraded to meet code requirements, accommodate neighborhood growth and respond to consumer needs over the past 95 years through multiple owners, each reconstructing the building and branding the façade as discussed above. ***See Attachment 2***, Chronicle.

<u>Criterion 3</u>

With regard to criterion 3, the Nomination relies on statements that the Property is unaltered. This is inaccurate – the Property has been altered, expanded and modernized many times over the years by multiple successive owners to accommodate changing building standards, business needs and consumer expectations, including car size and usage by adding the drive-through lanes and an expanded parking lot.

The subject Property, for a brief period the former Bank of Snyder, has been operated as a bank branch since it was owned by Marine Trust Company (a regional bank) and its successors,

[2] Town Code § 121-6 (A).

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then by HSBC Bank USA National Association (the successor-in-interest to Marine Midland Bank), then by First Niagara Bank National Association, and now by KeyBank (the successor-in-interest to First Niagara Bank). All of these are national banks with limited (in the case of Marine Midland) and no (in the case of HSBC Bank, First Niagara Bank and KeyBank) connection to the original owner, the Bank of Snyder. The building remains useful as a bank branch given its ability to be easily branded by successive banks and because of the size of the real property which has allowed for substantial building expansion and the addition of features such as the exterior teller windows and drive-throughs which are necessary to modern banking.

The subject building is a branch bank rebranded by KeyBank and its many predecessors, altered continuously over the years since it was originally constructed as a store and bank, such that the above criteria do not apply, and the Property no longer stands for an association with the original owners. New construction has changed the Property in a significant manner which would make applying for a Certificate of Appropriateness, a requirement for any other work to be done to the building, pointless as the property cannot be preserved as an example of Georgian Architecture which it is not currently. In fact, this structure is a branded KeyBank branch building as shown in the photographs of the five (5) other branch buildings with very similar appearances and characteristics. ***See Attachment 1***, Photos of KeyBank Branches. These buildings are red brick, have red and white accents consistent with the bank logo, and have all of the features required by modern bank branches.

This building has been expanded to accommodate changes in the delivery of banking services to consumers, which has resulted in significant changes to the building shape and exterior appearance with the addition of drive-throughs and an exterior teller window. Georgian Revival is a style that is marked by symmetry, which this building lacks since the building exterior has been altered repeatedly by several additions.

The first addition, constructed in the 1950s, altered the façade such that it is no longer symmetrical. Instead, the door and windows are clustered at the corner while the addition contains no windows or doorways, and the building lacks a mirror of the addition on the opposite side of the building.

The first drive-through window and drive-through lanes were constructed in 1960, then again in 1965, 1994 and 1999, and a walk-up teller window was installed in 1982. ***See Attachment 2***, Chronicle. These additions, identifiable by the seam in the brick facing, the different eaves, and the asymmetrical placement of doors and windows in various sizes, result in an irregular, "L-shaped" structure. ***See Attachment 3***, Property Record and note that the effective year built is 1996.

The building exterior has been modified over the life of the building to meet New York State Uniform Fire Prevention and Building Code (the "**Uniform Code**"). The continuous upgrading of the building has involved exterior alterations over the decades the building has been in operation that include new doors, heating and cooling upgrades, electrical wiring, roofing, insulation and windows. Parapets of varying heights were installed to obscure the view of equipment on the roof. ***See Attachment 4***, Exterior Photo of Mechanicals, Electrical and Plumbing.

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To accommodate Americans with Disabilities Act ("**ADA**") metal railing and a concrete ramp were installed in 1992 to improve accessibility. ***See Attachment 2***, Chronicle. Front, side and back doors were installed or replaced, and in some instances widened, to facilitate accessibility. These types of modifications have resulted in exterior alterations that reworked the cadence of openings as windows were upgraded and doors added or widened to accommodate new standards. ***See Attachment 5,*** Building Exterior.

As demonstrated above and as can be seen in comparing this Property to the other KeyBank branches, this is simply a branded franchise building. The building does not inform or connect to the original bank, or any individual associated with the original bank, or yield any information about the history of the bank or any person. Nor does the building retain distinctive characteristics of Georgian Revival due to the rebranding and renovations expanding the structure to accommodate franchise banking.

Criterion 4

In contradiction of criterion 4, any familiarity or visibility of the building attach to the bank branding, not any significant historic events, figures or architecture. As previously discussed, the building remains useful as a commercial bank branch given its location at a high traffic volume intersection, its ability to be easily branded by successive businesses and because the size of the real property enables substantial building alterations and expansions necessary to modernize the provision of consumer services. As shown by the photographs of examples of a number of other KeyBank branches these are very similar to the Amherst KeyBank branch: red brick, commercial in appearance, red and white accents, exterior signage, drive-throughs, exterior teller windows, and parking lots. ***See Attachment 1.***

Correspondingly, as criterion 4 is vague it would apply to any structure in situ for a year or more, and as applied here this Property's visibility and familiarity are a function of its branding. Moreover, since Landmark Status would restrict KeyBank's property rights, the ambiguous language of criterion 4 should be interpreted in its favor. See Mamaroneck Beach & Yacht Club, Inc. v. Zoning Board of Appeals of the Village of Mamaroneck, 53 A.D.3d 491, 862 N.Y.S.2d 81 (2d Dept.), lv. denied, 11 N.Y.3d 712, 872 N.Y.S.2d 74, 900 N.E.2d 557 (2008). [holding that the ambiguous terms of a local restriction on property is to be interpreted in favor of the property owner].

The nomination relies on the building's continued use as a bank. Notwithstanding that the Property originally contained a store and bank with an office on an adjacent property, this is not a criterion for local landmark designation in the Town Code, Chapter 121. ***See Attachment 2,*** Chronicle. Any continuity has been hampered by the repeated rebranding and alteration of the building, with the net result a brick commercial bank building that is common throughout the community, the region and the state.

Similarly, the nomination deems the Snyder bank significant, an entity that lasted for four years before Marine Midland purchased the bank, converting the building to a franchise for the first time before being subsequently transferred to HSBC, then First National and most recently, KeyBank. As discussed above the building as altered does not elicit the history of either Snyder

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bank or historical events. Instead, the visual impact is limited to the branding of a recognizable franchise bank.

Visual impact of the Property setting was also altered substantially as the Property has been redeveloped repeatedly over the years to make room for community growth, changing the context of the Property. The Property was subdivided for the store and bank in 1930 with the property to the west later purchased for the first of many expansions of the building and ancillary parking in 1959. ***See Attachment 2,*** Chronicle. Approximately 35,000 square feet of pavement was installed in 2015 for parking and drive-through lanes. ***See Attachment 6,*** Aerial GIS map.

Regarding context, the nomination mentions the streetscape at the intersection of Main Street and Harlem Road. KeyBank is surrounded by franchise buildings, a large Sunoco gas station constructed on the opposite side of Harlem Road with a convenience store, and a Denny's adjacent to the KeyBank on Main Street. As franchises these structures, surrounding KeyBank, are their brand's recognizable shape and style, lacking in historic value. ***See Attachment 7***, Setting.

We respectfully request that the Commission consider the documentation provided by KeyBank and the basis for KeyBank's objection to imposing Landmark Status on its bank branch. KeyBank has a substantial presence in the Town of Amherst and in the surrounding community area, including branch offices at 3171 and 5173 Sheridan Drive, 3050 Niagara Falls Boulevard, 804 Hopkins Road and 8850 Transit Road.

Based on the foregoing, KeyBank submits that its commercial bank branch does not meet the qualifications for being designated a landmark. As such, KeyBank respectfully requests that the HRC reject the nomination and refuse to recommend that the KeyBank branch located at 4467 Main Street in the Town of Amherst, New York be designated a historic landmark.

Thank you for your consideration and attention to this matter.

Respectfully submitted,

/s/ *Terresa M. Bakner*

Terresa M. Bakner

Cc: Sam Alba, Esq.
James Quinn

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Town Board Landmark Designation Hearing — Testimony of the HPC Chair

Property: 4467 Main Street (the former Bank of Snyder / present KeyBank branch), Snyder / Town of Amherst

Tax parcel (SBL): 80.05-5-1 (**Southwest corner of Main Street & Harlem Road)**

Speaker: Brian Swartz, Chair, Town of Amherst Historic Preservation Commission

Before: Town Board of the Town of Amherst, July 27, 2026

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1. THE RESOURCE

Start with the building, because the record describes it in detail. As the architectural narrative in your packet establishes, 4467 Main Street is a one-story Georgian Revival commercial building of red brick, built in 1929 as the Bank of Snyder at the southwest corner of Main Street and Harlem Road. Its Main Street entrance is defined by two Corinthian columns set *in antis* — set within the wall plane — carrying an entablature and a triangular pediment. The column capitals, as the narrative in your packet records, carry carved acanthus leaves. A wide band of limestone wraps the entry and its arched transom (the wood transom appears to be original). The 1929 windows appear to be the original wood sash, in a six-over-nine pattern, set in limestone surrounds with a limestone belt course. Cornices run the perimeter of the building, except for the center section of the east facade.

The narrative in your packet is equally candid about what came later: a 1960 addition that is sensitive and appropriate, distinguished — deliberately and legibly — by brick quoining at the corners, with cast-stone elements that echo the 1929 limestone, and a later, non-contributing drive-through canopy. In preservation terms, “non-contributing” is not a defect.

A building whose 1929 fabric remains identifiable and substantially intact, with later additions that read as later additions. The nomination sets the period of significance at 1929. And I want to be plain, because the owner's report is not: no one is nominating the drive-through canopy. We are nominating the 1929 Bank of Snyder, which is still standing, still legible, and still a bank. We are also recognizing the 1960 addition because it retains a moderate level of integrity of design, materials, craftsmanship relating to the 1929 building.

2. FRAMING THE DECISION:

Section 121-6(A) asks one question: does this property meet **one or more** of the five designation criteria this Town Board enacted? That is the whole test. It does not ask whether the owner consents. It does not ask whether the building is a convenient candidate, whether it

Attachment: 4467 Main Street Town Board Landmark Designation Hearing (RES-2026-550 : Historic Designation - 4467 Main St)

has been altered, or whether designation is good for the owner's business plan. The Town's authority to designate comes from §121-2 — General Municipal Law §96-a and Article 5-K — and it is not conditioned on the owner's agreement. If it were, there would be no such thing as a landmark law; there would only be a landmark request.

I stress this at the outset because much of what you have heard from the owner's counsel is aimed at questions §121-6 does not ask. I'll answer those points anyway, in Section 5 of this presentation, because they deserve a response. But as you weigh them, hold each one against the actual statutory question: does 4467 Main Street satisfy a criterion in §121-6(A)? The Commission found that it satisfies two.

3. CRITERION BY CRITERION

The nomination identifies two criteria under §121-6(A).

Criterion (iii) — §121-6(A)(iii) asks whether the property "embodies the distinguishing characteristics of a type, period or method of construction or design style, or is a valuable example of the use of indigenous materials or craftsmanship." The record establishes that it does. The building is Georgian Revival commercial architecture — symmetry, classical proportion, a columned and pedimented entrance, limestone detailing, and craftsmanship in the carved capitals and cornice that your packet documents. The Town's own survey calls it, in its words, "a rare example of early twentieth-century commercial architecture in Amherst." Criterion (3) does not require a famous architect; it is satisfied by the distinguishing characteristics of a type and period, and by craftsmanship. This building has both, on the face of the record.

Criterion (iv) — §121-6(A)(iv) asks whether the property "represents an established and familiar visual feature of the community by virtue of its unique location or singular physical characteristic." It plainly does. This is the columned brick bank that has anchored the corner of Main and Harlem — the historic crossroads of Snyderville — since 1929. It appears on the 1932 Sanborn map in your packet as a bank, and it has been a bank at that corner, continuously, for over ninety years. A classical temple-front bank marking the central intersection of a hamlet is close to the textbook example of an established and familiar visual feature by virtue of a unique location.

Under §121-6, meeting *either* of these would be enough. The nomination establishes both.

4. THE INTENSIVE AND RECONNAISSANCE SURVEYS

The survey record — and I want to be careful here, because the owner's report is not. This property is documented in the Town's own survey program from 1998 and 2011. In those surveys, as your packet shows, 4467 Main Street is rated **"Blue."** Let me read the Town's own

Attachment: 4467 Main Street Town Board Landmark Designation Hearing (RES-2026-550 : Historic Designation - 4467 Main St)

definition of that rating, because it is dispositive: **Blue means "extremely high architectural and/or historic significance"** — properties that, in the Town's words, "would likely also meet the criteria to be considered National Register eligible." That is not my characterization. That is the Town of Amherst's own survey classification, and the Town's website says the same thing today: a Blue-rated property "may be eligible to become a local landmark," and any demolition request for it "must be reviewed by the Historic Preservation Commission."

So the premise underneath this entire nomination — that 4467 Main Street is a significant historic resource — is not something the Commission invented. It is a finding the Town's professional survey already made, and published, before this nomination existed. The nomination asks you to honor the Town's own survey, not to overturn it.

5. ANTICIPATED OBJECTIONS AND RESPONSES

The objections. KeyBank, through Whiteman, Osterman & Hanna, raises several, I'll address them below.

Objection one: "It's been altered, so it can't be Georgian Revival and can't qualify." The alterations are real, and the nomination never hid them — your packet's own architectural narrative catalogs the 1960 addition and the drive-throughs. But §121-6(A)(iii) protects a building that *embodies the distinguishing characteristics* of a type; it does not require that a building be frozen in 1929. The 1929 block — columns, pediment, limestone, original wood windows, cornice — is still there and still legible, precisely because the later additions were built to read as separate. Alteration is an argument about *how much* survives; here, the character-defining 1929 fabric survives, and that is what the criterion asks. We recognize that the alterations to the building have been done very well and would probably have gained approval if they were proposed today. The 1960 addition follows the Secretary of the Interior's Standards for the Treatment of Historic Properties. Specifically, the addition follows the three tenets from NPS Preservation Brief #14: 1.) Preserve significant historic materials, features, and form. 2.) Be compatible 3.) Be differentiated from the historic building. For Item #1: The features we reference on the architectural summary include the symmetrical original front façade, original windows, original entry, and cornice. All of these items have been preserved over the years. For Item #2: Compatibility is achieved by the use of brick and stone forms that carry the materiality between the 2 buildings along the same dimensions. The original building uses granite, where the new building uses cast stone in the same manner. The west facing windows are distinct from the originals, but still carry the same scaling. For item #3: Differentiation is achieved by the quoining treatment at the corners of the newer building along with the shallow recess along the north façade. This creates a nice shadow line to set the 2 buildings apart. The building also received ADA upgrades that make the building accessible to

Attachment: 4467 Main Street Town Board Landmark Designation Hearing (RES-2026-550 : Historic Designation - 4467 Main St)

all users. This is a completely acceptable type of upgrade to an historic property and the upgrades were done well.

Objection two: "It's just a rebranded franchise, interchangeable with other KeyBanks." With respect, the columns, the pediment, the carved capitals, the limestone surrounds, and the 1929 Sanborn footprint are not KeyBank branding — they predate KeyBank by more than sixty years. The signage is per franchise; the building is not. Criterion (iii) looks at the building's architecture, and criterion (iv) looks at its place in the community, and neither turns on whose logo is on the door this decade. The building has always maintained areas for franchise signage and the current ownership has done a commendable job of keeping the branding in the areas where it belongs.

Objection three: "Designation is pointless because a Certificate of Appropriateness would prevent the bank from operating." This one has it backwards, and the Amherst Municipal Code's text answers it. A Certificate of Appropriateness under §121-7 governs *exterior* changes, and ordinary maintenance and repair are expressly exempt under §121-12(A). The bank can keep operating, keep maintaining the building, and keep its interior exactly as it needs. And if it ever wanted to make an exterior change the Commission could not approve, §121-10 gives it a hardship process. Far from being pointless, the Certificate process is exactly what lets a working bank and a historic building coexist.

Objection four: "Criterion (iv) is so vague it should be read in the owner's favor," citing the Mamaroneck case. Criterion (iv) is not vague as applied here: this is a specific building at a specific, singular location — the founding crossroads of Snyder — that has been a visual anchor there since 1929. The Commission is not stretching an ambiguous phrase; it is applying it to the clearest kind of case the phrase describes.

Objection five: "The surrounding context is franchises and a gas station, so the setting is gone." The value the nomination identifies is the 1929 bank at the corner; the presence of later commercial neighbors does not erase a building that has held that corner for over ninety years. Designation protects the resource, not the parking lots around it.

6. WHERE THE OPPOSITION REPORT IS WRONG ON THE FACTS

I want to separate argument from error, because the Whiteman, Osterman & Hanna report contains at least one factual assertion that is not accurate, and you should know it before you weigh the rest.

The report states that the Property "has not been a part of either of the Town's intensive level historic surveys… only the reconnaissance level surveys," and uses that to suggest the building lacks any survey standing. The Town's survey record rates this property **Blue — the Town's highest significance category, defined as "extremely high architectural and/or historic**

Attachment: 4467 Main Street Town Board Landmark Designation Hearing (RES-2026-550 : Historic Designation - 4467 Main St)

significance" and "likely… National Register eligible." Whatever label one puts on the survey tier, the operative fact is the rating the Town assigned, and it is the top one. The report's framing invites you to conclude the building was never found significant by the Town. The Town's own documents in your packet say the opposite. That is not a matter of interpretation; it is in the record.

Two smaller points for accuracy. The report treats the drive-through additions as if they define the building; the nomination and the survey both identify the significant resource as the 1929 Bank of Snyder, and the additions are documented as later and, in the case of the drive-through, non-contributing. And the report leans on the "effective year built: 1996" from a tax record — but an assessor's *effective age*, used for valuation, is not an architectural-history finding, and it does not erase a 1929 building that appears on the 1932 Sanborn map in your packet. I'd ask you to give the Town's survey and the primary documents the weight, and the tax worksheet its proper, limited place.

7. CLOSING

The record establishes that 4467 Main Street meets criteria §121-6(A)(iii) and (iv); that the Town's own survey rates it at its highest level of significance and likely National Register eligible; and that protecting it is precisely the action the Town's Certified Local Government status exists to support. Under §121-6, the responsibility now rests with this Board — to hold your hearing and to act. The Commission's recommendation is respectful, and it is this: that the Town Board designate 4467 Main Street, the former Bank of Snyder, as a local landmark, and in doing so complete the process the Town itself asked this Commission to begin and to carry through under the Code.

Attachment: 4467 Main Street Town Board Landmark Designation Hearing (RES-2026-550 : Historic Designation - 4467 Main St)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 32139 **RESOLUTION 2026-625** **ADOPTED**

Vocational Training Contract (CRS #6381) Williamsville Central School District

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Vocational Training Contract (CRS# 6381)**
Williamsville Central School District

Kindly adopt a Resolution authorizing the Supervisor to enter into and execute the above entitled contract with the Williamsville Central School District (CRS #6381). This contract has successfully completed the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: August 10, 2026)***

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

MEMORANDUM OF AGREEMENT FOR EXTENDED CLASSROOM

VOCATIONAL TRAINING CONTRACT

This is an agreement between the Williamsville Central School District (hereinafter "District") & Town of Amherst, for the provision of community-based vocational training.

According to this agreement, Town of Amherst agrees to permit [redacted] (hereinafter "Student"), age 19 to enter its work site for the purpose of receiving community-based vocational training. This training agreement will ensure that the student receives opportunities for training in the specific skills for the job activities selected, as well as the vocational and social skills related to the job.

I. Training Arrangement

A. Both parties acknowledge that this arrangement does not constitute an employment agreement. Rather, the training placement herein established is part of a community-based vocational training provided to the Student.

B. When direct supervision is required as determined by the student's needs, such supervision shall be provided by a District employee. The District employee will be responsible for assisting and monitoring the student and will collect data specific to targeted goals and/or vocational skills.

C. The District employee will be responsible for ensuring that the Student follows company policies and regulations that apply to all employees.

D. The District will comply fully with all appropriate New York State labor laws including laws specific to prohibitive occupations and New York State Education Department laws/regulations.

E. It is understood that the Company will not pay the student for the job duties completed while on this community-based site. It is also understood that the activities of the Student will not result in an immediate advantage to the Company.

F. The Company reserves the right to discontinue the training placement upon four weeks notice. However, if a problem arises, the Company agrees to discuss the situation with the Transition Team Member (Teacher, COTA, and/or Administrator) immediately to identify solutions prior to discontinuing the training experience.

G. The Student will be covered by accidental/health insurance provided through the District

Attachment: Contract for CRS Routing Agreementpolice2026_Redacted (RES-2026-625 : Vocational Training Contract: Vocational Student (CRS

during training hours.

H. All parties agree to abide by the guidelines developed by the U.S. Department of Labor and the U.S. Department of Education for non-paid vocational training sites.

II. General Responsibilities

A. Appropriate safety instruction will be provided.

B. A school district name employee will act as a mentor/supervisor for the students for the duration of the experience.

C. This program will comply with all Federal and State Labor Department and New York State Education Department laws/regulations. In the event the student may be working in a New York State Department of Labor (NYSDOL) deemed hazardous location and/or a prohibitive occupation, all parties will comply with current NYSDOL regulations.

D. Students will be accepted into this program and otherwise treated without regard to age, color, religion, creed, disability, marital status, national origin, race, gender or sexual orientations.

E. The program/experience will comply fully with all of the following criteria points which are outlined in the United States Department of Labor's Employment Relationships Under the Fair Labor Standards Act

Whether students are employees of the institution under the Fair Labor Standards Act will depend upon all of the circumstances surrounding their activities on the premises of the institution. If all of the following criteria apply, the students are not considered employees within the meaning of the Act:

(a) the training, even though it includes actual operation in the facilities of the institution, is similar to that which would be given in the Career and Technical Education Program;

(b) the training is for the benefit of the students;

(c) the trainees or students do not displace regular employees, but work under their close observation;

(d) the institution that provides the training derives no immediate advantage from the activities of the students, and on occasion, his operations may actually be impeded; the students are not necessarily entitled to a job at the conclusion of the training period; and

(e) the institution and the students understand that the trainees or students are not entitled to wages for the time spent in the extended classroom.

Attachment: Contract for CRS Routing Agreementpolice2026_Redacted (RES-2026-625 : Vocational Training Contract: Vocational Student (CRS

Student Responsibilities:

A. The students must abide by all regulations set forth by participating business/agency/institution. Failure to do so may cause immediate removal from the experience. (i.e., dress code, behavior).

B. The student is representing the school district in the community, therefore we expect him/her to act and behave appropriately according to the expectations of the company.

III. General Terms and Conditions

A. Termination. This agreement shall continue until the date one of the following occurs: 1. The Student completes his/her rotation at this internship site or leaves the District's program;
2. The Company terminates this agreement after having consulted with the student's teacher/trainer pursuant to § I(E) of this agreement; or
3. The expiration of this program.

B. Survival. The rights and obligations of any party which by their nature extend beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this agreement.

C. Indemnification.
1. The District shall defend, indemnify and hold harmless the Company and its parent, subsidiaries, and affiliated corporations and their respective directors, officers, employees, agents, independent contractors, successors, and assigns (the "indemnitees"), from and against all losses, expenses, damages, claims, suits, actions, awards, reasonable attorneys' fees and liabilities to the extent caused by:
   (a) The District's or the Student's failure to comply with any applicable terms or conditions of this agreement; or
   (b) The enforcement of this agreement.

D. Insurance. The District shall maintain adequate insurance protection covering its respective activities hereunder. Specifically, coverage provided by the District shall include a Commercial General Liability policy (with endorsements for errors and omissions and personal injury) written on an occurrence basis; with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, such limits to be attained via a combination of primary and excess umbrella liability coverage. The required insurance shall insure the interests of the Company regardless of any breach or violation by the District of warranties, declarations, or conditions contained in such policies or any action or inaction taken by the District or any other person.

E. Representations. The District hereby represents that it has the full power and authority to enter into this agreement and to perform the services and obligations contained herein, and that the District has all licenses, permits, and other authorizations necessary for it to legally perform its obligations hereunder.

Attachment: Contract for CRS Routing Agreementpolice2026_Redacted (RES-2026-625 : Vocational Training Contract: Vocational Student (CRS

F. General Terms.

1. *Severability*. If any provision of this agreement is declared or found to be illegal, unenforceable, or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.
2. *Waiver*. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.
3. *Governing Law*. The provisions of this agreement shall be construed in accordance with the laws of the State of New York, including conflict of law provisions.
4. *Modifications in Writing*. Any modification or amendment of any provision of this agreement must be in writing executed by duly authorized representatives of both parties. 5. *Company's Affiliates*. The rights granted to the Company hereunder shall be deemed to run to the benefit of all other assignees of the Company, including all subsidiaries, parent company, and other affiliates of the Company and the purchaser of all or substantially all of the Company's assets. **Approvals**

Business Sponsor Date

7/22/26

Transition Team Member(s) Date

[redacted] 7/13/26

Student Date

[redacted] 7/13/26

Parent/Guardian Date

Cathleen Ratzel 7/22/26

District Administrator Date

(The School District does not discriminate on the basis of race, color, national origin, creed, sex and age or handicapping condition as defined by law and are in compliance with Title IX of the Education Amendments of 1972 and with Section 504 of the rehabilitation Act of 1973. The compliance officer for Title IX and Section 504 is Dr. Anna Cieri and is available at the Williamsville Central School District, 105 Casey Road, P.O. Box 5000, Phone: 626-8061)
"VOCATIONAL TRAINING CONTRACT" kms 03/22/18

Attachment: Contract for CRS Routing Agreementpolice2026_Redacted (RES-2026-625 : Vocational Training Contract: Vocational Student (CRS

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 32140 **RESOLUTION 2026-626** **ADOPTED**

Change Order: Digital Surveillance Solutions (DSS) (CRS #6407) Security Repairs & Upgrades to Town Buildings

TOWN BOARD AGENDA ITEM: AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Change Order**
Digital Surveillance Solutions (DSS) (CRS #6407)
Security Repairs & Upgrades to Town Buildings

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached change order between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. The original contract was approved on October 28, 2024 (CRS# 5113). This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 10, 2026**)

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2523 .2150: $2,194.50

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

digital surveillance solutions
A Tarian Group Company

New board for 30 S. Cayuga - Project #1587

Prepared For:
Adam Karl
Amherst Police Department
500 John James Audubon Pkwy
Amherst, NY 14228
United States

akarl@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, LLC A Tarian Group Company
485 Cayuga Road
Buffalo, NY 14225
jessica.pitarresi@tariangroup.com
716-931-4003

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ7782	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
LNL-NB-X2220	Lenel/S2	MERCURY LP1502 INTELLIGENT CONTROLLER 2 Readers, 8 Inputs, 4 Outputs (previously S2-LP-1502)	1	$2,194.50	$2,194.50

SUBTOTAL	$2,194.5(
SALES TAX	$0.0(
Optional Item Total	$0.0(
TOTAL	$2,194.5(

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: change order 7.28.2026 (RES-2026-626 : Change Order: DSS : 30 S. Cayuga Security Upgrades (CRS# 6407))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 32141 **RESOLUTION 2026-627** **ADOPTED**

Training & Travel Request Advanced Latent Ridgeology

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Training & Travel Request**
Advanced Latent Ridgeology

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Youngsville, NC from October 18, 2026 through October 23, 2026. The cost for the training and travel is $3,335.90.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3121 .4050: $2,002.64

A 3121 .4120: $1,030.00

Total: $3,032.64

Contingency amounts not included in these calculations

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☐ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☒ Travel out of New York State - Department Head Approval and Town Board Approval

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Des

Date of Departure	Date of Return	Destination	Purpose/Justification
October 18, 2026	October 23, 2026	Youngsville, NC	Advanced Latent Ridgeology

Expenses	Estimated	Budget A/C #	Actual
Transportation: Rental Vehicle	$389.45	A3121.4050	
Mileage @ $0.67 Gas	$75	"	
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$796.40	A3121.4050	
Lodging:			
5 # nights @ $ 148.36	$741.79	A3121.4050	
Meals:			
IRS Per Diem Per Day:			
2 1st & Last Day of Travel @ 75% 55.50	$111.00	A3121.4120	
0 # Breakfasts @ $ 0			
4 # Lunches @ $ 20	$80.00	"	
4 # Dinners @ $ 31	$124.00	"	
4 # Incidentals @ $ 5	$20.00	"	
Registration/Conference Fee	$695	"	
Other			
Subtotal	$3032.64		N/A
Contingency - 10% of subtotal or $200	$303.26		N/A
TOTAL	$3335.90		

Request Approved By:

D C

Department Head Signature

8/3/2024

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.202

Attachment: RedactedTravelFormAdvancedLatentRidgeology Course 8.10.2026 (RES-2026-627 : Training & Travel Request: Advanced Latent Ridgeology)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 32147 **RESOLUTION 2026-628** **ADOPTED**

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled course. This course is being held in Albany, New York from September 21, 2026 through September 24, 2026. The cost for this training and travel is $1,727.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

GIVE Grant Funds: $1,570.00

Contingency amounts not included in these calculations

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

- [ ] Travel in New York State and under $750 - Department Head Approval
- [x] Travel in New York State $750 and over - Department Head Approval and Town Board Approval
- [ ] Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination

Date of Departure	Date of Return	Destination	Purpose/Justification
9/21/2026	9/24/2026	Albany, NY	Gun Involved Violence Elimination (GIVE) Symposium

Expenses	Estimated	Budget A/C #	Actual
Transportation: Police vehicle	$100.00		
Mileage @ $0.725 gas			
Tolls	$25.00		
Parking $20/night	$160.00		
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 321.00	$963.00		
Meals:			
IRS Per Diem Per Day:			
2 1st & Last Day of Travel @ 75% 64.50	$129.00		
0 # Breakfasts @ $ —			
0 # Lunches @ $ —			
2 # Dinners @ $ 36.00	$72.00		
2 # Incidentals @ $ 5.00	$10.00		
Registration/Conference Fee			
Other			
Subtotal	$1359.00		N/A
Contingency - 10% of subtotal or $200	$135.90		N/A
TOTAL	$1494.90		

Request Approved By:

Department Head Signature

Date 8/4/2026

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: RedactedTravelFormGIVESymposium 8.10.2026 (RES-2026-628 : Training & Travel Request: GIVE Symposium)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ Travel in New York State and under $750 - Department Head Approval

☒ Travel in New York State $750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Date of Departure	Date of Return	Destination	Purpose/Justification
9/21/2026	9/24/2026	Albany, NY	Gun Involved Violence Elimination (GIVE) Symposium

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.725			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
2 1st & Last Day of Travel @ 75% 64.50	$129.00		
Ø # Breakfasts @ $			
Ø # Lunches @ $			
2 # Dinners @ $ 36.00	$72.00		
2 # Incidentals @ $ 5.00	$10.00		
Registration/Conference Fee			
Other			
Subtotal	$211.00		N/A
Contingency - 10% of subtotal or $200	$21.10		N/A
TOTAL	$232.10		

Request Approved By:

Department Head Signature

8/4/2026

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: RedactedTravelFormGIVESymposium 8.10.2026 (RES-2026-628 : Training & Travel Request: GIVE Symposium)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 32154 **RESOLUTION 2026-629** **ROLL CALL VOTE (DEFEATED)**

NYS Department of Transportation Applications (CRS #6424) Equipment Installation Within State Right-Of-Ways

TOWN BOARD AGENDA ITEM : AUGUST 10, 2026

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **NYS Department of Transportation Applications (CRS #6424) Equipment Installation within State Right-of-Ways**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute applications, agreements and any other paperwork required between the Town of Amherst (Police), NYS Department of Transportation (NYSDOT) and Erie County Department of Public Works (ECDPW) with regard to the above matter. Approval of this matter is pending successful completion of the Contract Routing process.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 10, 2026)**

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Councilmember Davis. Motion fails via Roll call vote 2-3 (Marinucci, Davis, Kavanaugh, nay).

FINANCIAL IMPACT:

None for the purposes of this Resolution

RESULT:	**ROLL CALL VOTE (DEFEATED) [2 TO 3]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	John B. Davis, Councilmember
AYES:	Lavin, Szukala
NAYS:	Marinucci, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 32145 **RESOLUTION 2026-630** **ADOPTED**

NYSDOT Annual Maintenance Permit CRS #6415

The Sanitary Sewer Maintenance Division requests that the Town Board authorize the Town Supervisor to execute the attached Undertaking Form as part of the New York State Department of Transportation (NYSDOT) annual maintenance permit application for all utility and non-utility infrastructure in the town within the State right-of-way.

The Division further requests that a certified copy of the adopted resolution be provided to the New York State Department of Transportation in support of the required permit application.

There is no cost associated with the signing of the Undertaking form.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

PERM 1 (2/12)

UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies

WHEREAS, the undersigned Town of Amherst, NY (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

Attachment: PERM 1 (2-12)-filled (RES-2026-630 : NYSDOT Annual Maintenance Permit CRS #6415)

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, Town of Amherst, NY (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

_____	_____
Authorized Agent	Date
Shawn A. Lavin, Town Supervisor	
Print Name/Title	
5583 Main St	(716) 631-7032
Address	Phone number
Williamsville, NY 14221	townsupervisor@amherst.ny.us
Address	e-mail

Attachment: PERM 1 (2-12)-filled (RES-2026-630 : NYSDOT Annual Maintenance Permit CRS #6415)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 32150 **RESOLUTION 2026-631** **ADOPTED**

Purchase of 1-Year Identifix Government Subscription Vehicle Maintenance and Repair Program CRS #6423

We respectfully request the Town Board to authorize the expenditure of $1,548.00 for a 1-Year Subscription for Identifix ($129.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,548.00 and funding will be available from the Sewer Maintenance account G 9000 - 2130.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

G9000 - 2130

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

SOLERA Vehicle Repair | Identifix

INVOICE

Identifix
PO BOX 856618
Minneapolis, MN 55485-6618
Phone: 1-866-789-4285

INVOICE #	DATE
419233-26	7/29/2026

BILL TO

Town of Amherst Engineering Dept.
Attention: Jason Koch
1100 N Forest Rd
Williamsville, NY 14221
(716) 631-7154

CUSTOMER ID	Account Manager
419233	Alyssa Dowling

PO #	TERMS
	Due Upon Receipt

Term Agreement: 8/27/2026 through 8/26/2027

DESCRIPTION	MOS.	Month Price	AMOUNT
Identifix Government Subscription - Direct Hit	12	129.00	1,548.00
2 Free hotline calls per month (does not carry over)			-
Training and all updates are included			-
1 Site License			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-

Thank you for your business!

SUBTOTAL	1,548.00
TAX RATE	
TAX	-
TOTAL	**$ 1,548.00**

Please make all checks payable to Identifix at the above remittance address

Please send a copy of your purchase order to:

Gov.Renewals@identifix.com

If you have any questions about this invoice, please call: 1-866-789-4285

Attachment: Identifix subscription (RES-2026-631 : Purchase of 1-Year Identifix Government Subscription)

From: Peller, Michael <MPeller@amherst.ny.us>
Sent: Wednesday, July 29, 2026 6:40 PM
To: Koch, Jason
Subject: Re: Request for Identifix subscription

*Please consider using our online help desk or IT support phone number (ext 7099 from work) or (631.7099 from home or remote).
For more information, please consult the IT Help Desk and Phone Support document.

Jason,

This renewal has approval from IT. It looks like your department has had the past year to determine the need and value of this subscription.

Thanks,
Mike

From: Koch, Jason <JKoch@amherst.ny.us>
Sent: Wednesday, July 29, 2026 3:39:24 PM
To: Peller, Michael <MPeller@amherst.ny.us>
Subject: Request for Identifix subscription

Hello Mike,

Can we have IT approval for the purchase of a 1 yr./ subscription to Identifix for our sewer maintenance mechanics? The agenda letter and Identifix invoice is attached. Last year's similar request is under CRS #5790 for reference.

Thank you,

Jason Koch

Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221
716-631-7154 phone

Attachment: Identifix subscription (RES-2026-631 : Purchase of 1-Year Identifix Government Subscription)

General | Budget Details | Documents | Insurance | Extensions | Routing & Approvals

CRS ID #	5790
CMS ID #	4956
Townwide	No
Contract Type	General Contract
Title	Purchase of identifix Government Subsription - One Site License
Vendor	Identifix
Description	We are requesting authorization to purchase a one-year subscription to Identifix
Department	Engineering
Responsible User(s)	Armstrong, Brian,Boudreau, Jessica,Burroughs, Jeffrey,Goldstein, Noemi,Haynes, Cindee,Hitzel, Mich Jason,Pontikos, Asher,Schregel, Chris
Start/End Date	No
Start Date	9/15/2025
Status	Current
Active	Yes

Attachment: Lines to copy for submitting (RES-2026-631 : Purchase of 1-Year Identifix Government Subscription)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 32151 **RESOLUTION 2026-632** **ADOPTED**

Thomas Conveyor Replacement Parts Contract Extension James Eagen Sons Co. CRS No. 6230

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with James Eagen Sons Co. The terms and conditions within Town of Amherst Bid 2023056 Thomas Conveyor Replacement Parts shall remain the same. The terms of this contract extension will be effective the date of execution through August 9, 2028

This request is pending successful completion of the contract review process.

Funds for this request are available in G9916-4921.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4921

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

AGREEMENT

Let this document stand as an agreement between James Eagen Sons Co, and the Town of Amherst to extend their existing contract with James Eagen Sons Co, bid 2023056 Thomas Conveyor replacement parts. Both parties agree that the terms and conditions specified in the executed contract for Thomas Conveyor replacement parts would remain the same. The term of this contract extension would be from April 14, 2026 through April 13, 2028 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:

JAMES EAGEN SONS CO.

By: Kim Golden
Signature

Kim Golden
Printed name

Administrator
Title

Date: 3/3/26

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Shawn A. Lavin
Supervisor

Date: _____

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

OWN OF AMHERST
MHERST, NEW YORK 14221

Town of Amherst

Contract Compliance & Administration Department

BID SPECIFICATIONS

EM IO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL COST
			Price Per NYS Contract **if Applicable**		
			NYS Contract #_____		
	1	EA	Conveyor 610 (3): 15" OD X 29'-7-1/8" lg RH Shaftless spiral screw, consisting 1" thk X 4" wide high strength alloy 250 Brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft.	$9947.00	
	1	EA	Conveyor 611 (4): 17" OD X 31'-2-3/4" lg RH shaftless spiral screw, consisting of 1" thk X 4" wide high strength alloy 250 brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft.	$12,199.00	
	1	EA	Conveyor 612 (5): 15" OD X 38'-8" lg RH shaftless spiral screw, consisting of 1" thk X 4" wide high strength alloy 250 brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft.	$13,407.00	
	9	EA	7/8" dia X 5-1/2" lg 304 SS 304 SS coupling bolts with lock nuts.	$ 10.00	
	3	EA	3-7/16" dia 304SS 3-bolt drive shaft for Dodge SCXT625 screw conveyor drive.	$1,408.00	
	10	EA	UHMW Trough Liners: ½ inch thick X 37 5/8" X 4 foot length	Regret	
	20	EA	UHMW Trough Liners ¾ inch X 40 11/16 inch X 4 foot length	Regret	
	$2,000	%	PRIMARY METHOD - This percentage off list price is to cover parts, materials, and/or components to fit our Thomas Conveyors. **Percentage _____ % from list price.**	N/A	
	$2,000	%	SECONDARY METHOD - This percentage mark up over cost is to cover parts, materials, and/or components that **DO NOT** have a list price for parts to fit our Thomas Conveyors. **Percentage _____ % mark-up over cost**	N/A	
			TOTAL		
			NO ADDITIONAL COST WILL BE CONSIDERED		

AME OF BIDDER: James Eagen Sons Co.

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

INTRODUCTION

The intent of this bid package is to provide the Town of Amherst (TOA) and the Water Pollution Control Facility (WPCF) with replacement screws, couplings, shafts, liners and associated parts to fit our existing Thomas Conveyors. The TOA WPCF would ask that each bidder bid on the items that they can provide whether OEM, Reversed Engineered, or After-Market, with the understanding that orders shall be placed on an as-needed basis. The quantities listed within this bid document are anticipated, but not guaranteed.

DESCRIPTION OF FACILITY OPERATION

The Town of Amherst Water Pollution Control Facility is located at 455 Tonawanda Creek Road in the Town of Amherst. The plant is owned and operated by the Town of Amherst and treats raw sewage from throughout the Town, the Village of Williamsville and from portions of the Town of Clarence. Treated effluent is discharged to Tonawanda Creek under conditions of a State Pollutant Discharge Elimination System (SPDES) permit issued by the New York State Department of Environmental Conservation (NYSDEC). As a by-product of processing, the facility generates bio solid residuals (sludge), grit and screenings that requires disposal.

BID AWARD

The TOA WPCF will consider price, lead-time, and experience with each bid item. Awards may be made separately or in whole as viewed in the best interest of the Town of Amherst.

BID SPECIFICATIONS

The TOA WPCF would ask that each bidder bid on the items that they can provide whether OEM, Reversed Engineered, or After-Market, with the understanding any orders will be placed on an as-needed basis. The quantities listed within this bid document are anticipated, but not guaranteed.

Below on bid items 1, 2, 3, 5, 6, 7, and 8 please note the following:

- If offering; original manufacturers, reversed engineered or aftermarket parts.
- Lead time from date of order to delivery at the Town of Amherst WPCF located at 455 Tonawanda Creek Road, Amherst NY 14228.

Bid Items 1

Conveyor 610 (3): 15" OD X 29'-7-1/8" lg RH Shaftless spiral screw, consisting 1" thk X 4" wide high strength alloy 250 Brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft *OR EQUAL*. *OR EQUAL* shall be *SOLELY* determined by the TOA and shall meet or exceed the functions and capabilities of the system requested. The awarded screw shall be coated with enamel paint before delivery. This item to be shipped in 3 equal pieces with all ends prepped for immediate welding.

Parts offered will be : OEM
Lead Time from date of order to delivery date: 8 weeks

Bid Items 2

Conveyor 611 (4): 17" OD X 31'-2-3/4" lg RH shaftless spiral screw, consisting of 1" thkl X 4" wide high strength alloy 250 brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft *OR EQUAL*. *OR EQUAL* shall be *SOLELY* determined by the TOA and shall meet or exceed the functions and capabilities of the system requested. The awarded screw shall be coated with enamel paint before delivery. This item to be shipped in 3 equal pieces with all ends prepped for immediate welding.

Parts offered will be : OEM

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

Lead Time from date of order to delivery date: 8 weeks

Bid Items 3
Conveyor 612 (5): 15" OD X 38'-8" lg RH shaftless spiral screw, consisting of 1" thk X 4" wide high strength alloy 250 brinell spiral; assembly includes 4" schd 40 304SS torque-tube that is 304SS bushed and drilled for 3-7/16" dia 3-bolt drive shaft *OR EQUAL*. *OR EQUAL* shall be *SOLELY* determined by the TOA and shall meet or exceed the functions and capabilities of the system requested. The awarded screw shall be coated with enamel paint before delivery. This item to be shipped in 4 equal pieces with all ends prepped for immediate welding.

Parts offered will be : OEM
Lead Time from date of order to delivery date: 8 weeks

Bid Item 4
7/8" dia X 5-1/2" lg 304 SS 304 SS coupling bolts with lock nuts.

Bid Item 5
3-7/16" dia 304SS 3-bolt drive shaft for Dodge SCXT625 screw conveyor drive *OR EQUAL*. *OR EQUAL* shall be *SOLELY* determined by the TOA and shall meet or exceed the functions and capabilities of the system requested.

Parts offered will be : OEM
Lead Time from date of order to delivery date: 8 weeks

Bid Item 6
UHMW Trough Liners: ½ inch thick X 37 5/8" X 4 foot length to fit our Conveyor 610 (3) mentioned in bid item 1.

Parts offered will be : Regret
Lead Time from date of order to delivery date:

Bid Item 7
UHMW Trough Liners ¾ inch X 40 11/16 inch X 4 foot length to fit our Conveyor 611 (4) mentioned in bid item 2.

Parts offered will be : Regret
Lead Time from date of order to delivery date:

Bid Item 8
PRIMARY METHOD - This percentage off list price is to cover parts, materials, and/or components not listed within this bid document to fit our Thomas Conveyors. **Percentage _____ % from list price**

Parts offered will be : N/A
Lead Time from date of order to delivery date:

Bid Item 9
SECONDARY METHOD -This percentage mark up over cost is to cover parts, materials, and/or components not listed within this bid document and **DO NOT** have a list price to fit our Thomas Conveyors.
Percentage _____ % mark-up over cost.

Parts offered will be : N/A
Lead Time from date of order to delivery date:

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

FREIGHT

All Freight cost associated with deliveries to the TOA WPCF located at 455 Tonawanda Creek Road, Amherst NY 14228 or occasionally to other departments within the Town of Amherst shall be figured into the bidders percentage mark up and NOT figured as a vendor cost.

Expedited Freight; if the request for expedited shipment is made by the Town of Amherst previous to the placement of order the actual cost will be allowed. For payment of this fee a copy of the original receipt paid by the vendor shall be included at time of invoicing along with the name of the TOA employee requesting expedited shipping.

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Revised 12.30..19

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the 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 a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on_____. Shawn A. Lavin, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

James Eagen Sons Company
Print Name of Company

By: Kim Golden
Signature

Kim Golden
Printed name

Date: 3/31/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Shawn A. Lavin, Supervisor

Date: _____

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: James Eagen Sons Company

Signature: Kim Golden

Print Name: Kim Golden

Title: Administrator

Date: 3/31/26

Attachment: DOC080526-08052026102724 (RES-2026-632 : Thomas Conveyor Replacement Parts Contract Extension)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 32152 **RESOLUTION 2026-633** **ADOPTED**

Ferguson Electric Payment Authorization

The Engineering Department Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Ferguson Electric invoice FI026041 in the amount of $585.00. The work completed on the invoice was done so before the current contract went into place.

Funds for this request: G9916-4960.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4960

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

ferguson electric
your connection to quality

Ferguson Electric Inc.
321 Ellicott Street
Buffalo NY 14203
United States

Invoice

#FI026041

7/15/2026

Bill To

Town of Amherst Waste Water Division
455 Tonawanda Creek Road
Amherst New York 14228
United States

Job Location

455 Tonawanda Creek Road
Buffalo, NY 14228

TOTAL

$585.00

Due Date: 8/14/2026

Terms	Due Date	Customer PO #	Ferguson Job Number
Net 30	8/14/2026		SV004507

Item	Amount
5KV Starter Investigation	
Labor	$510.00
Equipment	$75.00
Subtotal	$585.00
Tax Total (0%)	$0.00
Total	$585.00

Any amount not paid when due shall bear an additional charge of either 1.5% per month or the maximum rate permissible under applicable state law, whichever is less.

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

SERVICE REPORT

NO: 45921

PAY PERIOD END DATE: 9/21/2025

JOB NAME: Town of Amherst Waste Water

UNION: 41

JOB LOCATION:

MAIN JOB NO: SV004507

CUSTOMER:

CUSTOMER PO:

ferguson electric
your connection to quality
321 ELLICOTT STREET · BUFFALO, NY 14203 (716) 852-2010

ADDRESS:

WORK DIRECTED BY:

TECHNICIAN: Battaglia Antonino

DESCRIPTION OF WORK PERFORMED:

RECOMMENDED ADDITIONAL WORK:

EMPLOYEE		Date	9/16	9/16	9/17	9/18	9/19	9/20	9/21	TOTAL HOURS	
		Day	MON	TUE	WED	THU	FRI	SAT	SUN		
Battaglia Antonino		ST	3							3	3
		OT									
		DT									
Daunce Kevin M		ST									
		OT									
		DT									
Schultz Cort J		ST									
		OT									
		DT									
		ST									
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										TOTAL LABOR	3.00

PRE-JOB SAFETY BRIEF COMPLETED?	YES		NO	

PPE USED ----------->

CUSTOMER APPROVAL AND ACCEPTANCE: The undersigned acknowledges that the work detailed above was ordered by him and that the material, labor and other items listed are correct. That his signature is authorized by the above listed company as valid approval for the work performed.

Customer's Approval _____ Date _____

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

Russell, Crystal

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Tuesday, September 23, 2025 11:39 AM
To: Donato, Joe
Cc: Vaillancourt, Andrew; Burroughs, Jeffrey; Tirone, Mark; Battaglia, Antonino; Castellana, Chuck; Schultz, Daniel; Hoffower, Matthew; Ramsey, Matthew
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

Joe, Did you have a return date? On a Tuesday, Wednesday or Thursday. Please let me know - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Donato, Joe <jdonato@fergusonelectric.com>
Sent: Friday, September 12, 2025 2:31 PM
To: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>; Battaglia, Antonino <abattaglia@fergusonelectric.com>; Castellana, Chuck <ccastellana@amherst.ny.us>; Schultz, Daniel <dschultz@fergusonelectric.com>; Hoffower, Matthew <mhoffower@fergusonelectric.com>; Ramsey, Matthew <mramsey@fergusonelectric.com>
Subject: Re: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Jerry,

Tony will be there Monday to go over the issues with the starter. We will then discuss options after we have some more information.
Thank you.

Joe

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Friday, September 12, 2025 8:44:47 AM
To: Donato, Joe <jdonato@fergusonelectric.com>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>; Battaglia, Antonino <abattaglia@fergusonelectric.com>; Castellana, Chuck <ccastellana@amherst.ny.us>; Schultz, Daniel <dschultz@fergusonelectric.com>; Hoffower, Matthew <mhoffower@fergusonelectric.com>; Ramsey, Matthew <mramsey@fergusonelectric.com>
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

Joe, Please also plan on the shutdown being on a Tuesday or Wednesday. Thank you - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Suszynski, Jerome
Sent: Friday, September 12, 2025 8:22 AM
To: 'Donato, Joe' <jdonato@fergusonelectric.com>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>; Battaglia, Antonino <abattaglia@fergusonelectric.com>; Castellana, Chuck <ccastellana@amherst.ny.us>; Schultz, Daniel <dschultz@fergusonelectric.com>; Hoffower, Matthew <mhoffower@fergusonelectric.com>; Ramsey, Matthew <mramsey@fergusonelectric.com>
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

Joe,
We will have to have someone here as I said, a day prior to understand what has to be done, the next visit will be the coordinated shut down (operations and our electrical staff will need to be involved). You can have someone come out to look at the work first - any day, however, the second time on site, will be when the shutdown will occur (this has to be coordinated). If you can push out the date to have someone on site (2) two weeks, that will be fine. Please let me know. Thank you - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Donato, Joe <jdonato@fergusonelectric.com>
Sent: Thursday, September 11, 2025 3:52 PM
To: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>; Battaglia, Antonino <abattaglia@fergusonelectric.com>; Castellana, Chuck <ccastellana@amherst.ny.us>; Schultz, Daniel <dschultz@fergusonelectric.com>; Hoffower, Matthew <mhoffower@fergusonelectric.com>; Ramsey, Matthew <mramsey@fergusonelectric.com>
Subject: Re: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Jerry,

Unfortunately, the only day next week a man is available is Monday. How much notice do you need to schedule it in the future?

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Thursday, September 11, 2025 2:53:52 PM
To: Donato, Joe <jdonato@fergusonelectric.com>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>; Battaglia, Antonino <abattaglia@fergusonelectric.com>; Castellana, Chuck <ccastellana@amherst.ny.us>
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

We will have to talk tomorrow. I have to have time to prep the unit, uncouple the motor from the compressor. We also have to coordinate with Operations on the power shut down. I was looking at reviewing the work day 1 Monday, day 2 Tuesday would be the shut down. Let me know if this can happen. - Jerry

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd
Amherst N.Y 14228
Office (716) 691-9771 ext. 8036

On Sep 11, 2025 1:12 PM, "Donato, Joe" <jdonato@fergusonelectric.com> wrote:
CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Jerry,

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

Just to confirm, we will be there on Monday the 15th at 7am. We will need to sit in on a 15-minute safety meeting. At this time, we will be able to isolate the starter to the point of safely investigating. Our technician Tony will be on site with a second man to help in isolating the equipment only. We require 2 men when operating any equipment >1000V. Once it is isolated and safely locked out Tony will be investigating the starter. Hoping that the issue can be found by days end we will then send a second man back to help restore to normal operation.
Thank you.

Joe

Joseph L. Donato
Project Manager, Preventive Maintenance
Ferguson Electric
716.852.2010 ext. 231

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Thursday, September 11, 2025 12:11 PM
To: Donato, Joe <jdonato@fergusonelectric.com>
Cc: Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

Good afternoon Joe,
Electrical Crew Chief Andy Vaillancourt will be available Monday to review the problems with the 900 HP 4160 Volt Starter. I want to make sure there is coordination on isolation of power for this work to be completed with our Operations Supervisor Mark Tirone. This work will require the O2 plant compressor shut down (4160 Volt Switch Gear). Any power shut downs, will need to be on Tuesday, due to plant staffing. Operations will have to set the O2 Plant up to utilize our Liquid O2 from our storage tank(s). Once we are down, we are very limited on time due to liquid oxygen use. We will confirm the shut date and time after your visit on Monday. If there are any questions please let me know. The Ferguson Electric staff will be required to have a 15 minute safety meeting if they have not already done so – the meeting is required yearly. Thank you - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Donato, Joe <jdonato@fergusonelectric.com>
Sent: Wednesday, September 10, 2025 7:43 AM
To: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Subject: RE: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Jerry,

I have a tech scheduled for 9/15 to stop out and look at this starter. Will you be his contact?
Thanks.

Joe

Joseph L. Donato
Project Manager, Preventive Maintenance
Ferguson Electric
716.852.2010 ext. 231

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Friday, September 5, 2025 9:53 AM
To: Donato, Joe <jdonato@fergusonelectric.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Dean, Tom <TDean@amherst.ny.us>; Tirone, Mark <mtirone@amherst.ny.us>
Subject: Re: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

Good morning Joe,
Can you set something up to come by and investigate this starter? I am not in the office today. Andy is available Monday. Please let me know if you could. We would like to be able to have some redundancy with our two compressor units. Please let me know what the schedule looks like. Thank you - Jerry

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd
Amherst N.Y 14228
Office (716) 691-9771 ext. 8036

On Jul 14, 2025 8:06 AM, "Suszynski, Jerome" <jSuszynski@amherst.ny.us> wrote:
Good morning Joe,
Per our conversation this morning regarding the O2 Starters for the 600 and 900 HP Compressors. The quote only calls out preventative maintenance – there will be some troubleshooting involved on getting the 900 HP starter to operate and close in to initiate a start. We are presently operating the 600 HP Compressor, we have not had any problems with this starter. Please resend a "Not To Exceed" quote for the Troubleshooting and Preventative Maintenance of that switch gear. Thank you - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Donato, Joe <jdonato@fergusonelectric.com>
Sent: Wednesday, June 25, 2025 3:58 PM
To: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Cc: Ramsey, Matthew <mramsey@fergusonelectric.com>
Subject: RE: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
Good afternoon, Jerry,

Please find our proposal to perform routine maintenance on (2) high voltage motor starters. Feel free to contact me with any questions.

Thank you.

Joe

Joseph L. Donato
Project Manager, Preventive Maintenance
Ferguson Electric
716.852.2010 ext. 231

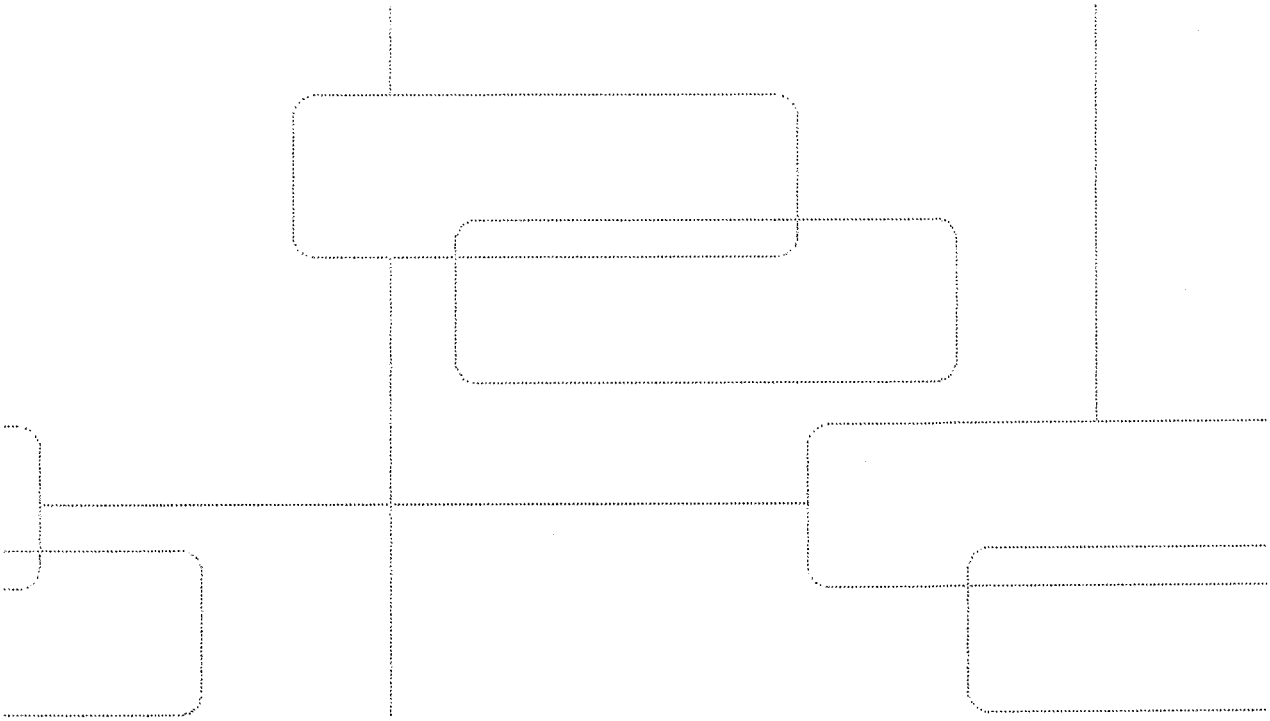
From: Ramsey, Matthew <mramsey@fergusonelectric.com>
Sent: Tuesday, June 24, 2025 10:55 AM
To: Donato, Joe <jdonato@fergusonelectric.com>
Subject: Fw: O2 Plant Compressor 4160 Switchgear Cabinet PM

Get Outlook for Android

From: Suszynski, Jerome <jSuszynski@amherst.ny.us>
Sent: Tuesday, June 24, 2025 10:54:20 AM
To: Ramsey, Matthew <mramsey@fergusonelectric.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Dean, Tom <TDean@amherst.ny.us>; Vaillancourt, Andrew <availlancourt@amherst.ny.us>; Nerber, Art <anerber@fergusonelectric.com>
Subject: RE: O2 Plant Compressor 4160 Switchgear Cabinet PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report with the Phish Alert button as needed.

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)



Good morning Matt,
I just left a voice mail message regarding the request for the O2 Plant Switchgear PM / Troubleshooting. This is a critical piece of equipment that gives us redundancy for our Gas and Liquid O2 production. Please get back to me and let me know if Ferguson Electric is interested in this work.
Regards - Jerry

jsuszynski@amherst.ny.us

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

From: Suszynski, Jerome
Sent: Wednesday, June 18, 2025 1:03 PM
To: 'Ramsey, Matthew' <mramsey@fergusonelectric.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Dean, Tom <TDean@amherst.ny.us>; Vaillancourt, Andrew <availlancourt@amherst.ny.us>
Subject: FW: O2 Plant Compressor 4160 Switchgear Cabinet PM

Good afternoon Matt,
I haven't seen a quote from Ferguson for the O2 Plant switch Gear Cabinet PM / Trouble shooting. Please send me a not to exceed quote at your earliest convenience. Thank you - Jerry

jsuszynski@amherst.ny.us

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

Jerome M. Suszynski
Engineering Dept.
Assistant Plant Superintendent of Maintenance
Waste Water Treatment Facility
455 Tonawanda Creek Rd.
Amherst N.Y. 14228
Office (716)691-9771 ext. 8036

Attachment: DOC073126-07312026101521 (RES-2026-633 : Ferguson Electric Payment Authorization)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 32153 **RESOLUTION 2026-634** **ADOPTED**

Leo Brenon Topsoil Payment Authorization

The Engineering Department Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Leo Brenon Topsoil invoice 9580 in the amount of $2,300.00. While the mulch and topsoil on the invoice are included with the current contract with Leo Brenon, decorative stone was not, therefore requiring the need for authorization.

Funds for this request: G9916-4924.

Thank you for considering this request.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4924

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Invoice

Leo Brenon Topsoil

5530 Killian Rd
N. Tonawanda , NY 14120
Phone 716-695-1000

Date	Invoice #
7/1/26	9580

Bill To
Town of Amherst Wastewater Treatment 455 Tonawanda Creek Road Amherst, NY 14228

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
6	Yards S. Topsoil Picked Up PO #2610423 6/2/26 #2227	30.00	180.0
3	Yards Black Mulch Picked Up PO #2610423 6/2/26 #2218	40.00	120.0
6	Yards S. Topsoil Picked Up PO #2610423 6/2/26 #2083	30.00	180.0
6	Ton #2 Decorative Stone Picked Up 6/9/26 #1594	52.00	312.0
5	Ton #2 Decorative Stone Picked Up 6/9/26 #1604	52.00	260.0
6	Ton #2 Decorative Stone Picked Up 6/12/16 #1012	52.00	312.0
6	Ton #2 Decorative Stone Picked Up 6/13/26 #1752	52.00	312.0
6	Ton #2 Decorative Stone Picked Up 6/13/26 #1751	52.00	312.0
6	Ton #2 Decorative Stone Picked Up 6/13/26 #1748	52.00	312.0
	Sales Tax	0.00	0.0

Total $2,300.0

Attachment: DOC073126-07312026101230 (RES-2026-634 : Leo Brenon Topsoil Payment Authorization)

SECTION 3

TOPSOIL

DESCRIPTION:

PROVIDE TOPSOIL FOR THE TOWN OF AMHERST, HAULED BY TOWN FORCES FROM BIDDER'S LOCATION.

MATERIAL REQUIREMENT:

SAMPLES OF MATERIAL SHALL BE SUBMITTED UPON REQUEST FOR TESTING. THE TESTING FACILITY WILL BE SELECTED BY THE SUPERINTENDENT OF HIGHWAYS. COST FOR SERVICE SHALL BE PAID BY BIDDER.

MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM STANDARD SPECIFICATIONS.

MATERIAL WILL BE SCREENED.

TOPSOIL SHALL CONTAIN AN ACIDITY RANGE OF APPROXIMATELY 5.5 TO 7.6 PH AND AN ORGANIC RANGE OF AT LEAST (3) OR NOT MORE THAN 20%. THERE SHALL BE NOT LESS THAN 20% OR MORE THAN 65% PASSING THE 200 MESH SIEVE AS DETERMINED BY THE WASH TEST IN ACCORDANCE WITH A.S.T.M DESIGNATION D1140.

METHOD OF MEASUREMENT:

PER CUBIC YARD

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

NOTE: *TRANSPORTATION RATES APPLY (See page 4)

TOPSOIL

$ 30.00 CUBIC YARD

COMPANY NAME: Leo Brenon Topsoil

Attachment: DOC073126-07312026101230 (RES-2026-634 : Leo Brenon Topsoil Payment Authorization)

SECTION 3

ENGINEERED WOOD FIBERS FOR PLAYGROUNDS

DESCRIPTION:

PROVIDE ENGINEERED WOOD FIBERS (EWF) FOR THE TOWN OF AMHERST, HAULED BY TOWN FORCES FROM BIDDER'S LOCATION.

MATERIAL REQUIREMENT:

SAMPLES OF MATERIAL SHALL BE SUBMITTED UPON REQUEST FOR TESTING. THE TESTING FACILITY WILL BE SELECTED BY THE SUPERINTENDENT OF HIGHWAYS. COST FOR SERVICE SHALL BE PAID BY BIDDER.

MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM STANDARDS.

EWF SHALL CONTAIN MINIMAL BARK AND IS FREE FROM TWIGS, LEAF DEBRIS, AND ORGANIC MATERIAL.

EWF SHALL BE NON-TOXIC AND DO NOT CONTAIN PAINT, CHEMICALS, NAILS, OR ADDITIVES.

EWF LENGTH 1" - 2".

METHOD OF MEASUREMENT:

PER CUBIC YARD

BASIS OF BID:

THE VENDOR WILL BE SELECTED BASED UPON THE LOWEST BIDDER.

ENGINEERED WOOD FIBERS (EWF)

$ 42.00 PER CUBIC YARD

Black Mulch p/u $40.00 yrd

Brown Mulch p/u $37.00 yrd

COMPANY NAME: Leo Brenon Topsoil

Attachment: DOC073126-07312026101230 (RES-2026-634 : Leo Brenon Topsoil Payment Authorization)

Russell, Crystal

From: Weir, Nicholas
Sent: Tuesday, July 14, 2026 12:05 PM
To: Russell, Crystal; Burroughs, Jeffrey
Subject: RE: Leo Brenon Topsoil PO # 2610423

Not under contract pricing,

Purchasing card would be ideal, Jeff your call.

Thanks,

Nicholas Weir
Contracts Technician
WWPCF
455 Tonwanda Creek Road, Amherst, NY 14228
716-691-9771 ext. 8072

From: Russell, Crystal <crussell@amherst.ny.us>
Sent: Tuesday, July 14, 2026 12:02 PM
To: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Weir, Nicholas <nweir@amherst.ny.us>
Subject: Leo Brenon Topsoil PO # 2610423
Importance: High

Hi Jeff and Nick,

Leo Brenon invoice (attached) was received today with an additional $1,820.00 in charges for decorative stone. The contract doesn't have pricing for decorative stone.

So...
Nick – Is there a different contract that I'm not finding that was utilized?
Jeff – If there isn't a different contract, how would you like this invoice processed?

Thank you,

Crystal Russell
Town of Amherst WPCF, Accounts Payable
455 Tonawanda Creek Road
Amherst, NY 14228
P: 716.691.9771 ext. 8010
F: 716.691.4496
crussell@amherst.ny.us

Attachment: DOC073126-07312026101230 (RES-2026-634 : Leo Brenon Topsoil Payment Authorization)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 32104 **RESOLUTION 2026-635** **ADOPTED**

Sheltering Agreement - Transit Middle - CRS #6403

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for Transit Middle School emergency sheltering use of the Clearfield Community Center.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

TRANSIT MIDDLE SCHOOL

Daniel F. Walh Ph.D.
Principal
(716) 626-8701

Travis Moore
Assistant Principal
(716) 626-8702

Kaitlyn Parrino
Assistant Principal
(716) 626-8703

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

SHELTERING AGREEMENT

This agreement is made on the on the_____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and **TOWN OF AMHERST** with a principal office for the conducting of its activities and affairs located at **5583 Main Street, Amherst, NY 14221** (hereinafter referred to as the **"TOWN OF AMHERST"**, is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the **TOWN OF AMHERST** has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the **CLEARFIELD COMMUNITY CENTER IN WILLIAMSVILLE, NY** and

WHEREAS, the **TOWN OF AMHERST** is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The **TOWN OF AMHERST** agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at **CLEARFIELD COMMUNITY CENTER, WILLIAMSVILLE, New York**, on such emergency occasions as the same may be requested by the District from **AUGUST 14, 2026,** through and including **AUGUST 19, 2027**, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Town or any of its own activities.

2. In the event of the District makes a request for the use of the **CLEARFIELD COMMUNITY CENTER,** aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the **TOWN OF AMHERST** an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the **TOWN OF AMHERST'S** facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.

3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the **TOWN OF AMHERST** from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the **TOWN OF AMHERST** as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the **TOWN OF AMHERST'S** aforesaid facilities.

5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTAL SCHOOL DISTRICT

By:_____ _____

DR. BROWN-HALL, Superintendent Date

By:_____ _____

Shawn A. Lavin, Supervisor Date

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 6/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
200 Delaware Avenue
Suite 1100
Buffalo NY 14202

CONTACT NAME:
PHONE (A/C, No, Ext): 716-431-5597 FAX (A/C, No):
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic-Franklin Insurance Company	12475
INSURER B : Utica National Insurance Company of Ohio	13998
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WILLCEN-02
Williamsville Central School District
105 Casey Road
East Amherst NY 14051

COVERAGES **CERTIFICATE NUMBER:** 920927067 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPP5719729	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5724731	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5724733	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Educators Professional Liability			CPP5719729	7/1/2026	7/1/2027	Each Loss Annual Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is included as an additional insured under form number 8E3042(NY) as required in written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LL

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Attachment: DOC072426-072426091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit **$0**

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE **C** (SECTION **I**):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES **A** and **B** (SECTION **I**):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:
   (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
   (2) Any health or therapeutic service, treatment, advice or instruction; or
   (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

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(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

(4) The use of force which is reasonable and necessary:

(a) To quell a disturbance, threatening physical injury to others; and/or

(b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or

(c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

(4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:

(a) Administered without malicious intent and without intent to cause injury; and

(b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the following is added to part **(1)(a)** of the **Pollution** exclusion:

(iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion **g.** of COVERAGE **A** (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned to an insured with a paid crew; and

(b) Not owned by an insured;

(2) A watercraft while ashore on premises you own or rent;

(3) A watercraft you do not own that is:

(a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and

(b) Not being used to furnish transportation of your students to and from schools.

Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **e.(1), f.(2)** or **f.(3)** of the definition of "mobile equipment."

With respect to **(5)** above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

(i) Used with any educational institution curriculum or program; and

(ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

a. With respect to property in your care, custody or control, the following is added to Exclusion **j.** of COVERAGE **A** (SECTION **I**):

Paragraph **(4)** of this exclusion applies only to:

(a) Liability assumed by you under any contract or agreement; or

(b) "Property damage" to property which is:

(i) Owned or occupied by or rented to you; or

(ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part **(ii)** does not apply to "property damage" arising from the use of elevators.

b. Exclusion **j.(4)** under **SECTION I - COVERAGE A.** applies as follows:

(i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto;"

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion **j. SECTION I - COVERAGE A.:**

(1) Paragraphs **(3)**, **(4)** and **(6)** of exclusion **j.** of **SECTION I - COVERAGE A** do not apply to the use of elevators.

(2) Paragraph **(4)** of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I **- Coverage B - Personal And Advertising Injury**, the following is added to Exclusion **e. Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

b. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph **4.b.(1)(a)(ii)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION **II** - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.

      When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

   However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
         (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

(2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are a partnership or joint venture, any partner or member;

(c) Any member or manager if you are a limited liability company.

d. Any of the following, but only with respect to their duties in connection with the positions described below:

(1) Any of your appointed or elected administrative officials;

(2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(3) Any of your board members or commissioners if you are a public board or commission; or

(4) Any student teachers teaching as part of their educational requirements.

e. Any person (other than your "employee"), or any organization while acting as your real estate manager.

f. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION **II** - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **6.a.** above; is also an insured.

The insurance afforded under paragraphs **6.a.** and **6.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

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M. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3)** and **(4)** and in **M.c.(1), (2), (3), (4), (5), (6)** and **(7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to 'bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

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(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section **I**), other than exclusion **b. Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

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(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph **(6)** of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

(7) Any person or organization included as an insured under any other provision of Section **C.** Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A** and **B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and

2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by **1.** and **2.** above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit -	$25,000
Each Occurrence Limit -	$25,000

b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions** of **Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.

2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:

a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

b. Your "volunteer workers", but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements.

c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

(1) "Personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

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(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

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R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

(a) The territory described in **a.** above;

(b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

or in a settlement we agree to.

S. BODILY INJURY DEFIINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

a. Under the **Definitions** Section "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution or abuse of process;

3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication of material that violates a person's right of privacy;

6. The use of another's advertising idea in your "advertisement";

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7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include:

   a. Acts of differentiation that cause injury to a person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

   Paragraphs **a.** and **b.** above apply:

   (1) Whether the "insured" may be liable as an employer or in any other capacity; and

   (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   c. Acts of differentiation involving any actual or alleged:

   (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

   (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

   In the State of New York, the word discrimination as used above only means actual or alleged conduct:

   (a) That results in disparate impact; or

   (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section **IV - Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attachment: DOC072426-07242026091949 (RES-2026-635 : Sheltering Agreement - Transit Middle - CRS #6403)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 32105 **RESOLUTION 2026-636** **ADOPTED**

User Agreement (Car Show) CRS #6404

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville to use the parking lots of the Northtown Center at Amherst for a charity car show on Sunday, August 16, 2026.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

NONE

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: DOC072726-07272026120406 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the 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 a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: DOC072726-072720261204O6 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Shawn A. Lavin, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

WILLIAMSVILLE ROTARY CLUB
Print Name of Company

By: Richard A Wojtowicz
Signature

RICHARD A WOJTOWICZ
Printed name

Date: JULY 24, 2026

Agreed to and Accepted by:

Town of Amherst

By: _____
Shawn A. Lavin, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC072726-07272026120406 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

HOLD HARMLESS AGREEMENT

The undersigned, Richard A Waytowich herein referred to as "User"), in consideration of the use of the facilities of the Town of Amherst, (herein referred to as "Town"), located at the Northtown Center at Amherst, 1615 Amherst Manor Drive, Amherst, York, hereby

AGREES, to release and forever discharge the Town of and from all, and all manner of actions, cause, and causes of action, suits, controversies, damages, claims, and demands whatsoever, in law or in equity, which the User now has or which the User or (his/her) (their) (its) heirs, successors and assigns may have, resulting from the foregoing use of the Northtown Center at Amherst facilities of the Town and the User further hereby

AGREES, to defend; indemnify and hold harmless the Town, its members, officers, Directors, employees, and agents from any and all claims, suits, liabilities, causes of action, judgments, costs (including, but not limited to, all reasonable expenses of defense and related investigation), expenses, and damages (including damages for care and loss of services because of bodily injury, sickness or disease, including death resulting therefrom) sustained by User or any person or persons, and because of injury to, or destruction of, property (including the loss of use thereof), caused by, arising out of or resulting from, in whole or in part, any act or omission of User, its agents, servants, employees or individuals participating in User's use of Northtown Center at Amherst facilities; and the User further hereby

AGREES, On User's behalf and on behalf of User's insurance carrier, to waive any rights of subrogation against the Town that may otherwise attach to or derive from any policy of insurance the User may obtain to insure against User's liability in connection with use of the Northtown Center at Amherst facilities, and the User further hereby

AGREES, to name the Town of Amherst as an additional insured on any and all insurance policies the User may obtain in connection with the use of the Northtown Center at Amherst facilities and provide an appropriate Certificate of Insurance to the Town.

DATED: **Amherst, New York** July 24, 2026

Print Name of User: RICHARD A Waytowich

Print Address of User: 207 PRESIDIO PLACE WILLIAMSVILLE NEW YORK 14221

Authorized Signature of User: Richard A Waytowich

Attachment: DOC072726-07272026120406 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and the Rotary Club of Williamsville, PO Box 45, Williamsville, NY 14231-0045, is as follows:

The TOWN hereby grants permission for the Rotary Club of Williamsville to offer a car show in the parking lot of the Northtown Center at Amherst, 1615 Amherst Manor Drive, Williamsville, NY 14221 on Sunday, August 16, 2026 from 10:00am until 4:00pm.

Car show location will be the Amherst Manor Drive parking lots, with the remainder of the lot(s) available for shared use by all visitors to the Northtown Center and Audubon Recreation Complex.

The TOWN agrees to waive any fees for the event.

The Rotary Club of Williamsville hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of the Rotary Club of Williamsville's use of TOWN property.

The Rotary Club of Williamsville is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By:_____

Shawn A. Lavin
Supervisor

Date: _____

Rotary Club of Williamsville

By: Richard A Wojtowicz

Richard A. Wojtowicz
President

Date: July 24, 2026

Attachment: DOC072726-072720261204O6 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

STATE OF NEW YORK)
)SS
COUNTY OF ERIE

On the 24 day of July, in the year 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Wojtaicz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), acted, executed the instrument.

STATE OF NEW YORK)
)SS
COUNTY OF ERIE

On the 24 day of July, in the year 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard Wojtaicz, personally known to me or proved to me on the basis of satisfactory evidence did depose and say that he/she/they reside in Williamsville NY and that he/she/they is/are the President of Williamsville Rotary Club, the corporation described in, and which executed, in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Kevin Dore

KEVIN DORE
No. 01DO6191716
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 8-18-28

Attachment: DOC072726-07272026120406 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Toledo 811 Madison Ave Toledo, OH 43604-5684	CONTACT NAME: Sara Humphries / Kim Rutkowski PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557 E-MAIL ADDRESS: rotary@hylant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Westchester Surplus Lines Insurance Company — 10172
INSURED U.S. Rotary Clubs & Districts ROTARY CLUB OF WILLIAMSVILLE / #4756 ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		G73578917 005	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY	X		G73578917 005	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB — OCCUR EXCESS LIAB — CLAIMS-MADE DED — RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Amherst, NY / 5583 Main Street
Williamsville, New York

2026 ROTARY CAR SHOW - AUGUST 16,2026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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Attachment: DOC072726-072720261204O6 (RES-2026-636 : User Agreement (Car Show) CRS #6404)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 32106 **RESOLUTION 2026-637** **ADJOURNED**

Harlem Road Community Center Auditorium Rental Fee

Set rental rates for the newly refurbished Harlem Road Community Center auditorium at $50.00 per hour for all users for the remainder of 2026 and all of 2027. This rate has been reviewed and approved by the Amherst Youth Board.

8/10/2026
A motion to adjourn to the August 31st Town Board meeting was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

Increase in revenue to A1620

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 8/31/2026 7:00 PM**
MOVER:	Shawn Lavin, Supervisor	
SECONDER:	Angela Marinucci, Deputy Supervisor	
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh	

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 32107 **RESOLUTION 2026-638** **ADOPTED**

Sheltering Agreement - Casey Middle - CRS #6405

Authorize the Town Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for Casey Middle emergency sheltering use of the North Amherst Recreation Center.

This Agreement will be from July 22, 2026 through July 1, 2027.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

CASEY MIDDLE SCHOOL

105 Casey Road, East Amherst, New York 14051 | Phone 716-626-8567

Dr. Salvatore Curella
Principal

Mrs. Clare Battle
Assistant Principal

CASEY MIDDLE SCHOOL

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

SHELTERING AGREEMENT FOR CASEY MIDDLE SCHOOL

This agreement is made on the on the _____ day of _____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and TOWN OF AMHERST with a principal office for the conducting of its activities and affairs located at 5583 Main St. Amherst, NY 14221 (hereinafter referred to as the "*Town of Amherst*"), is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as needed basis; and

WHEREAS, the *TOWN OF AMHERST* has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the *NORTH AMHERST RECREATION CENTER* at in East Amherst, NY and

WHEREAS, the *TOWN OF AMHERST* is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The *TOWN OF AMHERST* agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at *NORTH AMHERST RECREATION CENTER*, New York, on such emergency occasions as the same may be requested by the District from *JULY 22, 2026*, through and including *JULY 1, 2027*, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Church or any of its own activities.

Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

CASEY MIDDLE SCHOOL

105 Casey Road, East Amherst, New York 14051 | Phone 716-626-8567

Dr. Salvatore Curella
Principal

Mrs. Clare Battle
Assistant Principal

2. In the event of the District makes a request for the use of the *NORTH AMHERST RECREATION CENTER* aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the *TOWN OF AMHERST* an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the *TOWN OF AMHERST'S* facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.

3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the *TOWN OF AMHERST* from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the *TOWN OF AMHERST* as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the *TOWN OF AMHERST'S* aforesaid facilities.

5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By:_____

DR. DARREN J. BROWN-HALL, Superintendent

Date:_____

By:_____

DR. SALVATORE CURELLA , Principal

Date:_____

TOWN OF AMHERST

By: _____

SHAWN A. LAVIN, Supervisor

Date:_____

Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 6/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
200 Delaware Avenue
Suite 1100
Buffalo NY 14202

CONTACT NAME:
PHONE (A/C, No, Ext): 716-431-5597 FAX (A/C, No):
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic-Franklin Insurance Company	12475
INSURER B : Utica National Insurance Company of Ohio	13998
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WILLCEN-02
Williamsville Central School District
105 Casey Road
East Amherst NY 14051

COVERAGES **CERTIFICATE NUMBER:** 920927067 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPP5719729	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			5724731	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5724733	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Educators Professional Liability			CPP5719729	7/1/2026	7/1/2027	Each Loss Annual Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is included as an additional insured under form number 8E3042(NY) as required in written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit **$0**

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey:

Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. The rendering or failure to render:
   (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
   (2) Any health or therapeutic service, treatment, advice or instruction; or
   (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

with its permission.
Copyright, Utica Mutual Insurance Company, 2020.

Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

(1) The use of reasonable physical force to protect oneself or other persons from physical injury;

(2) The use of reasonable physical force to protect the property of the educational institution or others; or

(3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

(4) The use of force which is reasonable and necessary:

(a) To quell a disturbance, threatening physical injury to others; and/or

(b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or

(c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

(4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:

(a) Administered without malicious intent and without intent to cause injury; and

(b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph **2. Exclusions** of **Section - I Coverage A**, the following is added to part **(1)(a)** of the **Pollution** exclusion:

(iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion **g.** of COVERAGE A (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) An aircraft that is:

(a) Hired, chartered or loaned to an insured with a paid crew; and

(b) Not owned by an insured;

(2) A watercraft while ashore on premises you own or rent;

(3) A watercraft you do not own that is:

(a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and

(b) Not being used to furnish transportation of your students to and from schools.

Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

(5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **e.(1), f.(2)** or **f.(3)** of the definition of "mobile equipment."

With respect to **(5)** above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

(i) Used with any educational institution curriculum or program; and

(ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

a. With respect to property in your care, custody or control, the following is added to Exclusion j. of COVERAGE A (SECTION I):

Paragraph **(4)** of this exclusion applies only to:

(a) Liability assumed by you under any contract or agreement; or

(b) "Property damage" to property which is:

(i) Owned or occupied by or rented to you; or

(ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part **(ii)** does not apply to "property damage" arising from the use of elevators.

b. Exclusion **j.(4)** under **SECTION I - COVERAGE A.** applies as follows:

(i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.

(ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:

(a) To property which you have contracted to install;

(b) The direct result of the property being raised, lowered or otherwise moved by a crane;

(c) To "mobile equipment" or an "auto;"

(d) To that particular part of property which you are attempting to service or repair; or

(e) Covered by other insurance which will pay for the "property damage."

c. The following are added to exclusion **j. SECTION I - COVERAGE A.:**

(1) Paragraphs **(3), (4)** and **(6)** of exclusion **j.** of **SECTION I - COVERAGE A** do not apply to the use of elevators.

(2) Paragraph **(4)** of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under Section I - **Coverage B - Personal And Advertising Injury**, the following is added to Exclusion **e. Contractual Liability:**

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

b. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to **5.** above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

(1) $500,000; or

(2) The Damage To Premises Rented To You Limit shown in the Declarations.

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The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

c. Paragraph **4.b.(1)(a)(ii)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces SECTION **II** - WHO IS AN INSURED:

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.

      When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

   However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:
      (1) "Bodily Injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;
         (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

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(2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are a partnership or joint venture, any partner or member;

(c) Any member or manager if you are a limited liability company.

d. Any of the following, but only with respect to their duties in connection with the positions described below:

(1) Any of your appointed or elected administrative officials;

(2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

(3) Any of your board members or commissioners if you are a public board or commission; or

(4) Any student teachers teaching as part of their educational requirements.

e. Any person (other than your "employee"), or any organization while acting as your real estate manager.

f. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

6. The following is added under SECTION II - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **6.a.** above; is also an Insured.

The insurance afforded under paragraphs **6.a.** and **6.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

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M. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph **M.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **M.b.(1), (2), (3)** and **(4)** and in **M.c.(1), (2), (3), (4), (5), (6)** and **(7)** below.

(2) Such insurance as is provided by paragraph **M.a.(1)** for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs **M.a.(1), (2) and (3)** ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or

(b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs **M.a.(1), (2)** and **(3)** above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

(a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

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(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph **M.a.** or **b.** above is subject to all applicable exclusions of **2.** Exclusions, **COVERAGE A** (Section I), other than exclusion **b. Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

(1) The independent acts or omissions of such additional insured.

(2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:

(a) The occurrence of any "bodily injury" or "property damage"; or

(b) The commission of any offense which caused "personal and advertising injury."

(3) Any liability arising from construction or demolition work or operations performed for you.

(4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

(5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

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(6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph **(6)** of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

(7) Any person or organization included as an insured under any other provision of Section **C.** Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A** and **B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage **A** for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by **1.** and **2.** above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. **a.** The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages **A** or **C** for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit -	$25,000
Each Occurrence Limit -	$25,000

b. The **Employer's Liability** exclusion under Paragraph **2. Exclusions** of **Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.

2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts **2.a., b.** and **c.** of Section **L.** of this endorsement, which modify part **2.a.** of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:
   a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   b. Your "volunteer workers", but only while acting:
      (1) Under your direction and within the scope of duties for you; or
      (2) Under your curriculum requirements.
   c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

   However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:
      (1) "Personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

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(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(1)(b)** above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Commercial General Liability Conditions:**

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

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R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or

c. All other parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in **a.** above; or

(b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

(a) The territory described in **a.** above;

(b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;

or in a settlement we agree to.

S. BODILY INJURY DEFIINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or

b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

a. Under the **Definitions** Section "impaired property" does not apply.

b. Exclusions **m.** and **n.** under **SECTION I - COVERAGE A** are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of " your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

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7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

   As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

   But discrimination does not include:

   a. Acts of differentiation that cause injury to a person arising out of any:
      (1) Refusal to employ that person;
      (2) Termination of that person's employment; or
      (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

   b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(1)**, **(2)** or **(3)** above as directed.

      Paragraphs **a.** and **b.** above apply:
      (1) Whether the "insured" may be liable as an employer or in any other capacity; and
      (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   c. Acts of differentiation involving any actual or alleged:
      (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or
      (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

   In the State of New York, the word discrimination as used above only means actual or alleged conduct:
   (a) That results in disparate impact; or
   (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section **IV - Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Attachment: DOC072826-07282026144105 (RES-2026-638 : Sheltering Agreement - Casey Middle - CRS #6405)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 32159 **RESOLUTION 2026-639** **ADOPTED**

Child Day Care Services Agreement - CRS #6421

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services allowing the Town to receive reimbursement for the provision of Child Day Care Services for the 2026 - 2027 School year, pending successful completion of the Contract Routing System process, CRS #6421.

8/10/2026
A motion to approve was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

A7145

.02070

TBD - Revenue

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

County of Erie
Contract No.: DC 3095
Contract Period: 09/01/26 – 08/31/27
Comptroller's No.: 26-3557-SW
Tax ID No.: X 16-6002157

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

TOWN OF AMHERST YOUTH BOARD

FOR THE PURCHASE OF

Child Day Care Services

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

CONTRACT FOR PURCHASE OF CHILD DAY CARE SERVICE

This Contract (also referred to as Agreement) is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, hereinafter "the Department", with offices at 95 Franklin Street, Buffalo, New York 14202, and **Town of Amherst Youth Board** hereinafter "the Contractor" with offices located at **4255 Harlem Road Amherst, NY 14226, 5005 Sheridan Drive Williamsville, NY 14221, 730 Hopkins Road Williamsville, NY 14221 and 220 Northpointe Parkway Amherst, NY 14228.**

WITNESSETH:

WHEREAS, the Department is authorized pursuant to section 410 of the Social Services Law of the State of New York to provide subsidized Child Day Care Services at public expense for eligible children pursuant to criteria established by the New York State Office of Children and Family Services, hereinafter "NYSOCFS" and

WHEREAS, the Contractor herein is authorized to provide Child Day Care Services pursuant to a registration issued by the NYSOCFS; and

WHEREAS, the Department believes in the importance of education and early intervention in the early development of its youngest residents. The contract is encouraged to make every effort possible to provide developmental screenings and quality educational opportunities for the children in their care. The Department also recommends the Contractor to take advantage of available resources in an effort to prepare the child for their formal educational experiences; and

WHEREAS, it is both administratively and economically feasible for the Department to contract for these services, and

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

1. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself, its officers and its employees to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

4. **BACKGROUND CHECKS**

The Contractor shall comply with all requirements of the New York State Office of Children and Family Services (OCFS) relative to the new comprehensive background checks, as required by the Child Care and Development Block Grant Act (CCDBG) and New York Social Services Law, effective September 25, 2019.

Said compliance includes timely completion and submission of the OCFS-6000 packet, and any additional forms described therein as required for your day care center. Background check will include fingerprinting of all owners, operators, employees, teachers and volunteers in your day care center. Once individuals complete the screening required under CCDBG and they are approved for their roles, the approval is valid for up to five (5) years unless they cease work in any program for more than 180 days, or a new issue emerges in their background check.

For questions regarding the OCFS required background checks, or instructions for completing same, please contact your OCFS Licensor. Additional information can also be found at https://ocfs.ny.gov/programs/childcare/ccdbg/.

5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

6. **CONTRACTOR RESPONSIBILITIES**

a. The Contractor undertakes and agrees to furnish Child Day Care Services to the Department in accordance with the terms of its State-issued registration and in compliance with all pertinent statutes, regulations and standards thereto.

b. The Contractor shall complete and retain for a period of six (6) years, in an accessible, chronologically organized and legible manner, signed Child Day Care agreements covering each child enrolled for Child Day Care Services. These agreements shall include the following:

i. Child Day Care rate;

ii. Method of payment;

iii. List of services to be provided;

iv. Full or part-time care.

Records of daily Child Day Care attendance and transportation service for these same children are also subject to this requirement.

c. **Contractor shall participate in the NYS Child Care Time and Attendance (CCTA) automated attendance module upon implementation of the system in March 2011 and thereafter. The automated attendance module of CCTA is a web-based system and requires the contractor to have access to a personal computer (PC) with internet capacity. The contractor shall provide educational activities for the children in care and participate in professional development as outlined in the OCFS regulations.**

d. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates attached hereto and made a part

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

hereof, Appendix A, and shall constitute payment in full for child day care services rendered under this Contract.

e. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent that it is provided to other purchasers of equal care.

f. Payments made under this Contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care.

g. The Contractor shall timely submit its claims for **payment through CCTA attendance submittal** or on a voucher or other forms satisfactory to the Department for the purpose of this Contract. The Contractor shall be responsible for requesting, in writing, a voucher authorizing payment within **ninety (90) days** from the beginning of service delivery **date** in a given case, if such a voucher has not been received by that date. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor has not requested, in writing, **(attendance or voucher submission) payment for services within ninety (90) days of the beginning of the service dates.** When the Contractor has received a voucher authorizing payment the Contractor shall review it and return it to the Department for payment as soon as possible. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor returned said voucher to the **Department later than ninety (90) days after the issuance** of said voucher. The Department shall in no event be legally responsible to adjust a payment already made where the Contractor has not requested, in writing, an adjustment to that payment within ninety (90) days of the date that payment was issued by the Department.

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

h. Pursuant to 18 NYCRR 415.6(b) and 415.6(c), effective December 24, 2025, the Contractor is required to notify the paying district within five calendar days of a child being disenrolled from the program or the Contractor receiving notice from the family that the child will be disenrolled, whichever is earlier.

7. **DEPARTMENT RESPONSIBILITIES**

a. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates and shall constitute payment in full for child day care services rendered under this Contract.

b. The Department may conduct periodic unscheduled or scheduled on-site reviews of the Contractor's Child Day Care facilities, programs and records as deemed necessary. The purpose of these on-site reviews is to make certain that facilities identified in the contract meet the minimum standards for operation as defined in Part 400 of Title 18 of the "Official compilation of Codes, Rules and Regulations of the State of New York", and to ensure that all records are accurate, chronologically organized, legible and up to date. The Department need not give the Contractor prior notice of said review.

c. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent as to other purchasers of care.

8. **EXECUTIVE ORDER**

The Agency shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Agency is not qualified to participate in future county contracts.

9. **EXECUTORY CLAUSE**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

10. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

11. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION** * Harlem Road

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **JUNETEENTH**

☐ **OTHER (Please Specify)** _____

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 110 10:30 AM - 6:00 PM on school half-days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 631-7208

g. **Director's Name** Nick Lisman

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

* Sheridan Dr.

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **NEW YEAR'S DAY** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING** ☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE** ☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **JUNETEENTH**

☐ **OTHER (Please Specify)** _____

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 65 10:30 AM to 6:00 PM on school half-days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 633-8117

g. **Director's Name** Andrew J. Sember

Contact's Name and Phone # Naomi Sosnowski (716) 631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

* Hopkins Road

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **JUNETEENTH**

☐ **OTHER (Please Specify)** _____

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44

10:30 AM to 6:00 PM on school half-days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 689-1404

g. **Director's Name** Jenna Reilley

Contact's Name and Phone # Naomi Sosnowski (716)631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

*Northpointe Pkwy

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **NEW YEAR'S DAY** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING** ☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE** ☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **JUNETEENTH**

☐ **OTHER (Please Specify)** _____

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44

10:30am to 6:00pm on school half-days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716)609-7025

g. **Director's Name** Alan Laudico

Contact's Name and Phone # Naomi Sosnowski (716)631-7132 x 7511

Email Address nsosnowski@amherst.ny.us

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

13. **INDEMNIFICATION**

The Contractor agrees:

a. that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

14. **INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

15. **INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

16. **LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

17. **MBE/WBE PARTICIPATION**

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. **The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women.**

18. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

19. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

20. **PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made shall be submitted by the Contractor in the manner described by the Department. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement.

21. **PAYMENT FOR TEMPORARY ABSENCE:**

Pursuant to 18 NYCRR§415.6 (b), effective October 6, 2023, the Department shall pay the Contractor for childcare services for children who are temporarily absent from the Contractor:

a. 80 absences per State fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence.

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

b. The Contractor shall timely submit claims to the Department on such forms and in such manner as the Department prescribes.

c. The Contractor certifies that it requires the parents whose child care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.

d. be open and available to provide care on the day the child is absent.

e. Pursuant to 18 NYCRR 415.6(b)(6) and 415.6(c)(7), effective December 24, 2025, providers are not eligible for reimbursement for childcare absences after the provider is notified that the child will no longer be enrolled with their program. The Contractor shall within five calendar days of being notified that the child will no longer be enrolled or when a child is otherwise disenrolled from the program, whichever is earlier, notify the Department.

22. **PROGRAM CLOSURES**

The Department shall allow for reimbursement of up to twenty (20) program closure days per Fiscal year if the closure is due to an allowable reason as defined in 18 NYCRR 415.6 (c). Effective February 13, 2024, 18 NYCRR section 415.6 (c) has been amended to also allow programs that are licensed, registered, or permitted to be reimbursed for up to two (2) program closure days per state fiscal year for full-day professional development training related to state or federally mandated training topics, to be included in the total twenty (20) program closure days.

23. **PREVAILING AGREEMENT**

In the event of any conflict between this Agreement/Contract (or any portion thereof) and any other Agreement/Contract between the Contractor and their customer, now existing or hereafter entered into, the terms of this Agreement/Contract shall prevail, take precedent

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

and supersede the conflicting term(s) of the Agreement/Contract between the Contractor and their customer.

24. **PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

25. **RECORDS**

a. The Contractor agrees to keep and upon request, make available to the Department, the Erie County Comptroller, the NYSOCFS and Federal personnel when Federal funds are being utilized, any and all books, records, documents, and other evidence and records of the funds paid to it and the services performed by it hereunder.

b. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at a time prescribed by and on forms furnished by the Department.

c. The Contractor agrees to retain any and all books, records and other documents relevant to this Contract for six (6) years after the final payment for said services and said materials shall be subject to audit at any time during said six (6) year period.

26. **TERM**

a. **This Contract shall run from the first day of September 2026 through the last day of August 2027.**

b. The parties hereto agree to renegotiate this Contract in the event that the Department of Health and Human Services, and/or the NYSOCFS issue new or

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

revised requirements to the Department as a condition for receiving continued Federal and/or State reimbursement.

c. This Contract is deemed executory only to the extent that monies are available to the Department and NYSOCFS in the year for the performance thereof and appropriated therefore and the Department and/or the NYSOCFS shall incur no other liability on account of the Contract.

27. **TERMINATION**

a. This Contract may be terminated at any time by the Department, without notice, upon discovery of Contractor's non-performance or other breach of this Contract.

b. Either party may terminate this Contract for other cause or reason upon thirty (30) days prior written notice to the other.

28. **WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[END TEXT]

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

IN WITNESS whereof, the parties have executed this Contract on the day and year last written below.

APPROVED AS TO CONTENT:
ECDSS Program Area

_____
ECDSS Program Area

DATE: _____

APPROVED AS TO FORM:
ECDSS Office of Counsel

_____
ECDSS Attorney

DATE: _____

FOR THE CONTRACTOR: X _____
Signature

TITLE: X Town Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that they reside in _____; that they are an (the) _____of the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order.

X _____
NOTARY PUBLIC

FOR THE DEPARTMENT OF SOCIAL SERVICES:

_____
COMMISSIONER
Date _____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

Date _____

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

APPENDIX A

SCHEDULE OF MAXIMUM REIMBURSEMENT RATES UNDER THIS CONTRACT

AGE	MAXIMUM RATE (Erie)	PROVIDER'S RATE	NEGOTIATED FINAL RATE (To be completed by Erie County Social Services)
Weekly Rate: (30 hours or more per week)			
0 - 1.5	385.00	N/A	
1.5 - 2	365.00	N/A	
3 - 5	340.00	$200.00	
6 - 12	286.00	$200.00	
Daily Rate: (6 or more hours per day)			
0 - 1.5	80.00	N/A	
1.5 - 2	75.00	N/A	
3 - 5	70.00	$35.00	
6 - 12	60.00	$35.00	
Part Day Rate: (less than 6 hours per day)			
0 - 1.5	53.00	N/A	
1.5 - 2	50.00	N/A	
3 - 5	47.00	$17.50	
6 - 12	40.00	$17.50	

We are unable to accept the contract if additional information is included on Appendix A, other than the requested rates.
REGULATION 415.6 Payments made under this contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care. The Contractor shall impose no fees other than those specified in the Contract.
IF YOU PROVIDE A DISCOUNT FOR MULTIPLE CHILDREN IN THE SAME FAMLY, ENTER PERCENTAGE OF DISCOUNT HERE ___%. PLEASE NOTE: IF YOU OFFER MULTIPLE PERCENTAGES FOR MULTIPLE CHILDREN, DSS WILL CALCULATE RATE USING HIGHEST PERCENTAGE OF DISCOUNT, AS CCTA IS ONLY ABLE TO ACCEPT ONE DISCOUNT LEVEL RATES ARE CONTINGENT UPON AVAILABILTY OF FUNDS. Reference: NYS Code Rules and Regulations

NAME OF PROVIDER: X Town of Amherst Youth Board

ECDSS Negotiated Rates By:_____ **Date**_____
Print Name_____ **Title:**_____

Rev 08/2024

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

X _____

Signature

Verification

X STATE OF _____)
COUNTY OF _____) SS:

A)

_____, being duly sworn, states they are the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to their own knowledge.

OR

X B)

_____, being duly sworn, states that they are the _____ (Title of Corporate Officer), of _____ (Name of Corporation), the enterprise making the foregoing Certification, that they have read the Certification and knows its contents, that the statements and representations made in the Certification are true to their own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
day of _____, 20___

X _____

Notary Signature

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

   a. Is at least 51% owned by one or more persons of color or women;
   b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., OR

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

   a. Black persons having origins in any of the Black African racial groups;
   b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
   c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
   d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_X_ No

_____ Yes*

*IMPORTANT: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

_____ No, I do not have government certification.

_____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: X Town of Amherst Youth Board

Address: X 1615 Amherst Manor Dr.
Williamsville, NY 14221

Signature: X _____

X _____ _____
Notary Public Date

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

DAY CARE REQUEST FOR WAIVER OF AUTOMOBILE INSURANCE COVERAGE

STATE OF NEW YORK:
COUNTY OF ERIE: SS:

X Shaun A. Lavin, being duly sworn, deposes and says that:

1. ~~Your deponent~~ Town of Amherst is the owner/operator of a Day Care Center known as X Amherst Youth Board, which is located at X 1615 Amherst Manor Dr, Williamsville NY 14221

2. ~~Your deponent~~ Town of Amherst has entered into a contract with the County of Erie, through the Erie County Department of Social Services, for the provision of day care services. Insurance Requirements of that contract are that an automobile policy of insurance be obtained by the Day Care Center; that certain limits of automobile insurance be obtained and maintained; that the County of Erie appear as an additional named insured on the automobile policy; and that the County of Erie be defended and held harmless in the event of any and all claims arising from an "automobile" claim.

3. ~~Your deponent~~ Town of Amherst states that the Day Care Center, known as X Amherst Youth Board as part of its operations, does not and will not transport children in its care, for any reason whatsoever.

4. Since the children in the care of the aforementioned Day Care Center are not and will not be transported by the Center, a request is hereby made that the requirements of automobile insurance coverage be waived for this contract year.

5. ~~Your deponent~~ Town of Amherst agrees and understands that if the waiver is granted by the County of Erie, and if a child or children is (are) transported in contravention of these assertions to the contrary, then your deponent will be personally liable and responsible for any and all personal and/or property damages incurred as a result of said transportation.

6. Furthermore, ~~your deponent~~ Town of Amherst agrees to provide a full and complete defense and indemnification to the County of Erie, in the event that any child or children being transported by the Day Care Center is (are) injured in any way, and a claim arises for that injury.

7. Finally, ~~your deponent~~ Town of Amherst agrees and understands that the defense and indemnification requirements described herein are personal and are in addition to any defense and indemnification which may be provided by the Day Care Center itself.

8. This statement is made with the knowledge that the County of Erie, through the Erie County Department of Social Services, will rely upon the statements made herein in the decision to either grant or deny this request for a Waiver of the Requirement of Automobile Insurance Coverage.

By: X _____
(Signature)

Sworn to before me this _____
day of _____, 20____.

Notary Public X _____

Attachment: DOC080426-08042026104728 (RES-2026-639 : Child Day Care Services Agreement - CRS #6421)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Supervisor
DOC ID: 32126

COMMUNICATION 2026-75

RECEIVED & FILED

Letter Re: 4467 Main Street Public Hearing

Amherst Chamber of Commerce letter in opposition of the possible historic preservation designation at 4467 Main Street.

8/10/2026
A motion to receive and file was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

RESULT:	**RECEIVED & FILED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Chamber of Commerce
Your circle of influence

July 30, 2026

Dear Members of the Town Board:

I am writing regarding the proposed historic preservation designation for the property at 4467 Main Street, currently owned and operated by KeyBank, which was discussed at the July 27 Town Board meeting.

I'd like first to acknowledge the important work of the Historic Preservation Commission. Its members serve as thoughtful stewards of Amherst's heritage, and the Town, as well as our entire community, is better for their diligence. It is because of the commission's work that residents and businesses alike can point with pride to the landmarks that genuinely tell Amherst's story. The Chamber shares that commitment: buildings of true historic significance deserve protection, and we will always support preserving them.

Respectfully, we do not believe this building demonstrates the unique historical importance required for designation. It is a functional commercial bank branch of a look, style, and era shared by many buildings throughout Amherst. We believe the building was expanded in 1949 and again over a decade later to accommodate a "zip tube" system, so the structure as it stands today is a modified version of the original. Designating it based on appearance could stretch the standard that ensures meaningful preservation, potentially leading to inconsistent decisions across the Town and raising fairness concerns for residents. While the building was built for the Bank of Snyder in 1929, it must also be acknowledged that the bank was ultimately acquired within five years by another financial institution, eliminating the notion of a long-established history by its founders.

We also ask the Board to consider the implications of such a designation. It becomes a permanent label on the property, which can limit future uses as markets and technology change. It also requires specialized materials, craftsmanship, and contractors for routine upkeep, along with longer review and permitting processes that could affect property flexibility in the future.

For these reasons, we respectfully ask the Board to decline this designation. We present this perspective in good faith and welcome the opportunity to discuss it further.

Respectfully,

A.J. Baynes Jr.
President & CEO

Centerpointe Corporate Park • 400 Essjay Road • Suite 150 • Williamsville, NY 14221
Phone (716) 632-6905 • Fax (716) 632-0548 • www.amherst.org

Attachment: ACC - Historical Building (COM-2026-75 : Letter Re: 4467 Main Street Public Hearing)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
DOC ID: 32129

COMMUNICATION 2026-76 **REFERRED**

Notice of Claim: Main-Transit Fire Department Vs. Town of Amherst

8/10/2026
A motion to refer to the Town Attorney was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
DOC ID: 32163

COMMUNICATION 2026-77 **REFERRED**

Notice of Claim: Austin and Yukiko Miller Vs. Town of Amherst

8/10/2026
A motion to refer to the Town Attorney was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 08/10/26 03:00 PM
Department: Town Clerk
DOC ID: 32164

COMMUNICATION 2026-78 **REFERRED**

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

KIN Inc.-Wegmans Food Markets Inc.
Autozone Inc #6497
2351 North Forest, LLC
Amherst II VF LLC
ECP LLC and NWW LLC
MBR Management of Amherst LLC
Family Video Movie Club Inc
Ivoclar Vivadent Inc.
435 Creekside Drive, LLC
Amherst Station II LLC
Boulevard Towers Associates LLC
550 Centerpointe Park LLC
100 Villas Drive LLC
Amherst Station II LLC c/o McDonald's Corporation
Sher Bail Associates LLC Benderson Development c/o Walmart #US02210
Maple Ridge Plaza Acquisitions LLC
MPD Development LLC
Plutus Development LLC; Yickjing 567 LLC
Pomeroy Lane Condominium
80 Lawrence Bell Drive LLC
5488 Sheridan Drive LLC; Northwest College Park Associates, LLC; James A. Zaepfel
3980 Bailey Avenue LLC
Nicholas Ingold
335GB LLC; Anthony B. Habib & Becky A. Machado & Amelia J. Habib
3D Partners LLC
Park Lane Court by Noah Yellen
Kelton Enterprises, LLC; Springbank Develops Inc. c/o Ryan Property Tax Service
Kelton Enterprises; Amusements of WNY Inc.
Benderson 85-1 Trust; Ronald Benderson
DEL Associates XXVII, LLC
Egate-93, LLC
1401 NFB, LLC
Mississippi ADP LLC; Ronald Benderson & David Baldauf and Benderson Development
Amherst NY Properties KP6 LLC

8/10/2026
A motion to refer to the Town Attorney & Town Assessor was made by Supervisor Lavin, seconded by Deputy Supervisor Marinucci and unanimously approved 5-0.

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Shawn Lavin, Supervisor
SECONDER:	Angela Marinucci, Deputy Supervisor
AYES:	Lavin, Marinucci, Szukala, Davis, Kavanaugh