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, November 10, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on November 10, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	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	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

1. Friday, October 24, 2025

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Monday, October 27, 2025

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Town of Amherst Recognizes Veterans Day & All Who Served

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-944

Adoption of Local Law to Amend Restrictions imposed as a Condition of Zoning Approval (330 Maple Road (Portion), Z-2007-03_A)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Section 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 16, 2025 that the restrictions imposed as part of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from CF to GB (Z-2007-03) be amended to allow for the potential future use of the site for a Sports Complex containing 400,000 ± sq. ft. that is comprised of two domed indoor sports venues that are 137,500 sq. ft. each and a 2 story 50,000 sq. ft. commercial/retail building that connects the two domes at 330 Maple Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the restrictions imposed as part of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from CF to GB subject to the following restrictions:

. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site.

2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.

3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store,

which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

5. That the 716 Sports Complex LLC shall be required to address, to the reasonable satisfaction of the Town of Amherst, any on and/or off-site improvements to the Amherst Softball complex caused by and/or resulting from the construction of the 716 Sports Complex.

11/10/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Attorney Sean Hopkins and Dr. Brian McGrath, presented.

The following residents spoke:
Joe Voytovich, 35 Bucyrus
Kelsey Gratien, 34 Coolidge
Dave Howard, 194 Roycroft
Donald Lawrence, 22 Coolidge
Julie Van Lente, 116 Parkwood
Ashley Schmitt, 265 Maple
Sonja Robinson, 133 Bassett
Jane Cox, 4584 Harlem
Corrin Genovese, 75 Melrose
Stan Sliwa, 166 Cranburne
Julie Styn, Amherst Girls Softball

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 8:08 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin. A motion was then made by Councilmember Berger to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-945

Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following condition as recommended by the Planning Board:

. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roofs.

11/10/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 8:09 PM.

Attorney Jeff Palumbo presented.

The following residents spoke:
Mike Marshall, 90 Altair Dr
Steve Martin, 74 S Harvest St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:21 PM.

Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and approved 4-1 via Roll Call vote (Marinucci, nay).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala
NAYS:	Marinucci

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-946

SEQR Determination (330 Maple Road (Portion), Z-2007-03_A)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, and after completing a coordinated environmental review of the proposed project at 330 Maple Road which is a Type I action, the Town Board hereby declares itself as the designated lead agency, and be it further

RESOLVED, that this Town Board acting in capacity as the designated SEQR Lead Agency has reviewed a request to amend the restrictions imposed as part of a previous rezoning approval at 330 Maple Road (portion) and has identified the areas of environmental concern by reviewing all relevant information with the assistance of the Town's professional Planning Department staff including those environmental concerns identified in comments received from involved and interested agencies, and has thoroughly evaluated the identified potential adverse environmental impacts (the "hard look" requirement) and determined that the action will not result in any potentially significant adverse environmental impacts, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/10/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and uninamiously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-947

Funding, Disposition, and Redevelopment Transfer Agreement (CRS #5925) (BCD Urban Renewal Parcels)

AGENDA ITEM : NOVEMBER 10th, 2025

TO: **Town Board**

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

DATE: **November 5, 2025**

RE: **Resolution of the Town Board of the Town of Amherst Approving the Funding, Disposition, and Redevelopment Transfer Agreement (CRS #5925) related to Certain**

Boulevard Central District Urban Renewal Area Parcels in the Town of Amherst, New York

Kindly adopt the following with respect to the above matter:

WHEREAS, the Town Board of the Town of Amherst, New York (hereafter the "Town Board" and the "Town," respectively) is authorized by Section 501 of the General Municipal Law to preserve and care for the safety, health, comfort and general welfare of the inhabitants of the Town and visitors thereto, that might otherwise be endangered by residential, non-residential, commercial, industrial or vacant areas of the Town, and/or combinations thereof, which are slum and blighted because of substandard, insanitary, deteriorated or deteriorating conditions, factors, and characteristics, with or without tangible physical blight; and

WHEREAS, such substandard, insanitary, blighted, deteriorated or deteriorating conditions, factors and characteristics may be corrected by the clearance, replanning, reconstruction, redevelopment, rehabilitation, restoration or conservation of such areas, the undertaking of public and private improvement programs related thereto, and the encouragement of participation in these programs by private enterprise; and

WHEREAS, the Town previously designated itself as the Amherst Urban Renewal Agency, as defined in Section 502(4) of the General Municipal Law ("GML"), for the purposes of carrying out the functions vested in that office by Article 15 of the GML; and

WHEREAS, the Town thereafter developed and adopted the Boulevard Central District Urban Renewal Plan (the "Urban Renewal Plan"), which included within said plan the redevelopment of the Boulevard Mall in the Town of Amherst; and

WHEREAS, revitalization of the Boulevard Central District, and therefore the Boulevard Central District Urban Renewal Area and the properties within it, was evaluated under the New York State Environmental Quality Review Act ("SEQRA") for environmental impacts, during which review the Town Board prepared a Generic Environmental Impact Statement ("GEIS") that evaluated a projected growth scenario and the cumulative environmental impacts of that growth over a 20- year period; and

WHEREAS, the Town Board approved the GEIS And the Findings Statement in January 2020; and

WHEREAS, the Town Board, acting as the Amherst Urban Renewal Agency, prior to adopting the Boulevard Central District Urban Renewal Plan, to carry out a portion of the goals of the Boulevard Central District study, took a hard look at the potential environmental impacts of the Boulevard Central District Urban Renewal Plan, comments at the public hearing and considered the criteria for requiring the preparation of a Draft Supplemental Environmental Impact Statement, and determined that the Boulevard Central District Urban Renewal Plan does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement would not be prepared; and

WHEREAS, the Town Board determined that the undertaking and implementation of the Urban Renewal Plan required the acquisition of certain parcels of property located in the Town, specifically, those parcels on which the Boulevard Mall currently sits and surrounding properties, including the real property located at 1185, 1261, 1265, 1267 and 1269 Niagara Falls Boulevard, as well as 3891 and 3893 Maple Road, in the Town of Amherst, those

properties having SBL/Tax ID Nos. 54.03-1-24.4, 54.03-1-24.22, 54.03-1-14, 54.03-1-13, 54.03-1-24.21, 67.06-1-1.111, 67.06-1-1.111/A, and 54.03-1-23.1, as well as all and/or a portion of the real property located at 300 Almeda Avenue, that property having SBL/Tax ID No. 54.03-1-12.1 (collectively, the "Property"); and

WHEREAS, following the required public notice and hearing under Article 2 of the Eminent Domain Procedure Law ("EDPL"), the Town Board, pursuant to SEQRA found that the acquisition of property to carry out the Boulevard Central District Urban Renewal Plan pursuant to the EDPL does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement would not be prepared; accordingly, a negative declaration was prepared and issued by the Town Board; and

WHEREAS, the Town Board on January 30, 2023, pursuant to Article 2 of the EDPL, adopted its determination and findings and brief synopsis in connection with the acquisition of the Property pursuant to the EDPL, and such determination and findings (the "Determination and Findings") are incorporated herein by reference; and

WHEREAS, the Town Board's Determination and Findings were upheld by the Supreme Court, Fourth Department on judicial review by Memorandum and Order dated October 6, 2023, wherein the Court noted: (A) "[c]ondemnation of petitioner's property will 'allow [the Town] to hold complete title to [the Mall property] and will thus foster the redevelopment of [the area] . . . in order to eliminate blighting influences"; (B) "the Town's determination to exercise its eminent domain power 'is rationally related to a conceivable public purpose'"; and (C) "the taking of substandard real estate by a municipality for redevelopment by private corporations has long been recognized as a species of public use" (internal quotations omitted); and

WHEREAS, in preparation for acquisition of the Property under Article 4 of the EDPL, the Town desires to enter into a Funding, Disposition and Redevelopment Transfer Agreement as contemplated in the Urban Renewal Plan, governing the acquisition, funding, and redevelopment of the Property; and

WHEREAS, in furtherance of the Urban Renewal Plan, the Town has the authority to partner with other agencies to facilitate redevelopment and Property disposition, and the Town has sought assistance from the Town of Amherst Development Corporation ("ADC") and the Town of Amherst Industrial Development Agency ("AIDA"); and

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law ("NFPCL"), the Town may by resolution determine that the Property, upon its acquisition, is not required for use by the Town and may sell the Property to the ADC to facilitate redevelopment, in accordance with the ADC's statutory powers and purposes; and

WHEREAS, such sale to the ADC is wholly governed by Section 1411 of the NFPCL notwithstanding any provisions of other general, special or local laws; and

WHEREAS, the AIDA is authorized and empowered under Article 18-A of the GML to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of

New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the AIDA is authorized and empowered to acquire, construct, reconstruct and install one or more "projects" (as defined in Article 18-A of the GML) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Town Board determines it to be in the public interest to enter into the Funding Disposition and Redevelopment Transfer Agreement prior to acquiring the Property to facilitate redevelopment of the site in accordance with the Urban Renewal Plan; and

WHEREAS, approval of the Funding Disposition and Redevelopment Transfer Agreement constitutes an unlisted action under SEQRA, and a short Environmental Assessment Form ("EAF") was prepared as part of the Town Board's review; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst that:

. Approval of the Funding Disposition and Redevelopment Transfer Agreement does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement will not be prepared. The attached negative declaration (*see* Exhibit A), incorporated herein by reference, is hereby issued and adopted for the reasons stated in the attached negative declaration. Parts 2 and 3 of the EAF have been reviewed and the responses thereto are incorporated herein by reference and made part hereof.

2. The Funding Disposition and Redevelopment Transfer Agreement, attached as Exhibit B, is hereby approved and the Town Supervisor is authorized and directed to execute the same on behalf of the Town after successful completion of the Contract Routing System (CRS).

3. This resolution is effective immediately.

PASSED AND ADOPTED this 10th day of November, 2025 by the Town Board of the Town of Amherst.

SBB:nmb:hs
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item : November 10, 2025**)

11/10/2025
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-702

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025
Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

10/27/2025
Supervisor Kulpa made a motion to adjourn to the November 10th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/10/2025
Supervisor Kulpa made a motion to adjourn to the December 15th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/15/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

IX. 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.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:54 PM.

The following speakers addressed the Town Board:
Andrea Morgante, Getzville - Boulevard Mall
Geri DiCosmo, 378 Meyer Rd - NYS Comptroller Audit
Ron Shubert, 313 Dan Troy Dr - Willowdale Park and Boulevard Mall
Joe Voytovich, 35 Bucyrus Dr - Boulevard Mall
Stan Sliwa, 166 Cranburne Ln - Boulevard Mall
Ray Barry, 110 Thistle Lea - Boulevard Mall
Peter Gorski, 99 Crestwood Ln - Boulevard Mall
Chris Drongosky, Mill St - Boulevard Mall

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 9:12 PM.

XI. CONSENT AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-948

2026 Budget Amendments

BE IT RESOLVED, the attached 2026 budget amendments are hereby adopted.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

1. Resolution 2025-949

Arts & Culture in Public Places Board Appointment

WHEREAS, Meghana Bapardekar has expressed interest in serving on the Arts & Culture in Public Places Board,

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Meghana Bapardekar to the Arts & Culture in Public Places Board for a term to expire 12/31/2028.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Brian J. Kulpa, Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-950

9/11 Commemoration Committee Appointment

WHEREAS, Robert Gilmour has expressed interest in serving on the Amherst 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Robert Gilmour to the Amherst 9/11 Commemoration Committee.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Brian J. Kulpa, Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2025-951

Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library

TO: The Honorable Town Board

FROM: Angela Marinucci, Town Councilmember

DATE: October 27, 2025

RE: **Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library**

Kindly adopt the following with respect to the above matter:

RESOLVED, the Town Board adopts a resolution to schedule a Public Hearing for December 1, 2025 @ 3:00 p.m. to allow for public input and to consider the above matter.

c: Francine Spoth, Town Clerk
Timothy Koller, Deputy Town Clerk
Steven Bengart, Town Attorney

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-952

License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

AGENDA ITEM : NOVEMBER 10TH, 2025

TO: **Town Board**

FROM: **Nicole M. Burroughs, Supervising Paralegal**

(*For Steven B. Bengart, Esq., Town Attorney)*

DATE: **November 5, 2025**

RE: **Request for License Agreement (CRS #5917)**
Installation and Placement of Existing Fence
Shed With Concrete Pad
Property Located At:
111 Bywater Drive, Getzville, New York 14068

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the Contract Routing System (CRS).

The owners of the above-referenced property are seeking permission to install and place an existing fence and construct a shed with a concrete pad that encroaches into a Town-owned utility easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department and Engineering Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: November 10, 2025**)
Craig Schreck, General Crew Chief (*w/attachment)*
Vaishali Reberholt, P.E., Assistant Town Engineer (*w/attachment)*

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-953

Certificate of Abandonment Parcels I and II - 135 Admirals Walk

AGENDA ITEM : NOVEMBER 10TH, 2025

TO: **Town Board**

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

DATE: **November 5, 2025**

RE: **Certificate of Abandonment – 135 Admirals Walk, Parcels I and II**

Kindly adopt a resolution certifying the abandonment of Parcels I and II at the above address as more accurately depicted and described in the attached survey prepared by GPI and authorize Steven Floss, the Town of Amherst Highway Superintendent, to execute said Certification.

Thank you.

SBB:nmb:hs
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item : November 10, 2025**)

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

B. TOWN CLERK:

1. Resolution 2025-954

Docusign Government at Carahsoft CRS #5922

Please authorize the Supervisor to sign the agreement with Docusign Government at Carahsoft for electronic signature software.

The agreement is valid from 11/02/2025 to 11/01/2026.

Approval is pending successful completion of the Contract Routing System.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-955

2Nd Floor Carpet Installation CRS #5797

WHEREAS, the Facilities/Building Maintenance Department received a quote on August 6, 2025 to purchase carpet to support the Second Floor Renovation at 30 South Cayuga Offices; and

WHEREAS, Allasen Carpet Co., Inc. provided a quote under NYS OGS Contract PC#70142.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to proceed with the furniture purchase with Allasen Carpet Co., Inc. in the amount of $11,400.00; and

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

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-956

Purchase of New Trailer

WHEREAS, the Facilities/Building Maintenance Department requested quotes from four (4) vendors on October 16, 2025 for a new trailer to support operations by the Facilities/Building Maintenance Department; and

WHEREAS, two (2) contractors provided written quotes for a new trailer as per the attached;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with WNY Accessory Shop in the amount of $9,511.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign & approve this expenditure with WNY Accessory Shop.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-957

Senior Center Cafe Furniture Purchase CRS #5844

WHEREAS, the Facilities/Building Maintenance Department received a quote on September 9, 2025 to purchase furniture to support the Café Renovation at the Amherst Center for Senior Services; and

WHEREAS, MidCity Office Equipment provided a quote under NYS OGS Contract PC#70272.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to proceed with the furniture purchase with MidCity Office Equipment in the amount of $7,208.80; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with MidCity Office Equipment; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-958

Budget Transfers Authorization

For November 10, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/30/2025

Re: Year End Budget Transfers

To facilitate the closing of year end 2025, I am requesting approval from the Town Board to move budgeted funds from accounts within the same department with department head approval without coming back to the Town Board for approval.

Additionally, I am requesting to include accounts such as health insurance, utilities, payroll, contingency, etc., within the current operating budgets of the Town within each Fund. This will allow us to prepare for the year-end audit.

This does not include budget amendments.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-959

Budget Transfers and Amendments

For November 10, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/30/2025
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 – 2025

FROM:	***TO:***
KP2302.4972 30 S. Cayuga- Construction $400.00	KP2302.2100 Furniture $400.00

Requested per department.

KP2222.4979 GPS & Drone- Contingency $1,076.00 KP2222.2550 Other Specialized Equipment $1,076.00
Requested per department.

KP2506.4972 HWY Bldg- Construction $21,375.94 KP2506.2600 Other Equipment $21,375.94
Requested per department.

A1230.4110 Eco Develop- Contractual $10,000.00 A1220.1000 Supervisor- Personal Svcs $14,027.59
A1220.4040 Travel $3,186.71 A1220.8030 FICA $1,073.12
A1220.4110 Contractual $1,914.00
Requested per department.

BUDGET AMENDMENTS – 2025

INCREASE: ***INCREASE***

N2523.02785 CDBG & VG- PI $6,947.20 N2523.4000 Contractual $6,947.20
N2530.02785 CDBG- PI Admin $1,736.80 N2530.1000 Personal Svcs $1,613.38
N2530.8030 FICA $123.42
To recognize Community Development program income from 136 Fairgreen, Amherst.

A3121.05001 Police- Refund of CY Exp $15,000.00 A3121.1200 Overtime $15,000.00
To recognize revenue received for services provided for the Task Force Grant.

KP2529.03089 State Aid- $1,000,000.00 KP2529.4972 Construction Exp $1,000,000.00
To recognize revenue received for CRS 5899 from DASNY.

N2555.02785 AMH Home- PI $23,570.19 N2555.4000 Contractual $23,570.19
N2554.02785 AMH Home Admin- PI $2,618.91 N2554.4003 10% Admin- $2,618.91
To recognize Community Development program income from 1615 Dodge, Amherst.

N2550.02785 TON Home- PI $7,843.54 N2550.4000 Contractual $7,843.54
N2553.02785 TON Home Admin- PI $871.51 N2553.4003 10% Admin- $871.51
To recognize Community Development program income from 162 Lyndale, Tonawanda.

D5110.05001 Refund of CY Exp $1,292.00 D5110.4330 Resurfacing Materials $1,292.00
To recognize revenue received for repair work performed on behalf of police.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

G. CONTRACT COMPLIANCE:

1. Resolution 2025-960

Award Bid #2025037 Removal & Replacement of Dump Body - CRS #5905

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025037 Removal & Replacement of Dump Body; 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 Unicell; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Unicell.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-961

Award RFP #202506 Medicare Advantage Plan - CRS #5906

WHEREAS, proposals were received on August 28, 2025 for RFP #202506 Medicare Advantage Plan; and

WHEREAS, five (5) proposals were received and evaluated by Town representatives in consultation with the Town's Employee Benefits Consultant;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to United Healthcare Insurance Co.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with United Healthcare Insurance Co.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to have a new contract in place prior to January 1, 2026.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-962

Award OGS Mini Bid #2025052 (2) Chevy Silverado 2500 HD's - CRS #5915

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025052 through NYS OGS for the purchase of two (2) 2025 Chevrolet Silverado 2500 HD pickup trucks with accessories; and

WHEREAS, bids were received from four (4) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to G and H Auto Group DBA Mohawk Chevrolet for their low bid of $100,402.10; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with G and H Auto Group DBA Mohawk Chevrolet; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we only have 10 days to award a mini bid and the next Town Board meeting is not until December 1, 2025.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-963

Community Benefit Agreement Between the Green's Luxury Apartment LLC. & the Town of Amherst- CRS #5924

Please authorize the Town Supervisor to sign the Community Benefit Agreement between The Town of Amherst and The Green's Luxury Apartments LLC to construct the Concessions/ Restroom Building at The North French Soccer Complex located at 1681 North French Road, Getzville, New York 14068, pending successful completion of the contract routing process.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-964

Piggyback Erie County Salt Contract CRS #5935

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the Erie County Contract with COMPASS MINERALS, INC. for road salt materials, Bid #250130-004 for the period 9/1/2025 to 8/31/2026 for 10,000 tons.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract (CRS #5935) which is subject to the Contract Routing System.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-965

Purchase of Two Tilt Trailers

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of two (2) FELLING FT-3 DDPT Single Axle Tilt Bed Trailers.

The purchase is from Baschmann Services, Inc., 1101 Maple Road, Elma, NY 14059 for two (2) units times $6,845.04 each, equaling $13,690.08 which will be paid from fund A7110.2600.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes this purchase.

Thank you.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-966

Piggyback NYS OGS Salt Contract CRS #5938

BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials Award #23409, Contract #PC70874 for the period 9/12/25 to 8/31/26 for 5,000 tons at $57.75.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5938) and the approval of the Town Attorney.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

N. HUMAN RESOURCES:

1. Resolution 2025-967

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective November 11, 2025, Temporary, $16.10 ph, Step 3 for Isabella Klein and Joshua Gawron.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-968

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective November 12, 2025 at an hourly rate of $18.96, Grade 3 Step A for Jeffrey Rexinger.

Contingent upon completing all pre-employment requirements.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-969

To Authorize the Supervisor to Execute a Contract with General Code - to Update Chapter 203 (Zoning) of the Town of Amherst Town Code with Enhanced Graphics (CRS #5896)

WHEREAS, General Code serves as the sole source provider for updates to the Town Code as well as the maintenance of the electronic web-based version of the Code; and

WHEREAS, the Town of Amherst has utilized the services of General Code since 1963; now

THEREFORE BE IT RESOLVED, that subject to successful completion of the contract review process, the Amherst Town Board hereby authorizes the Supervisor to execute a new contract with General Code to update Chapter 203 (Zoning) of the Town of Amherst Town Code.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Q. POLICE:

1. Resolution 2025-970

2024-2025 Stop DWI Contract (CRS #5907) County of Erie

TOWN BOARD AGENDA ITEM: NOVEMBER 10, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: 2024-2025 Stop DWI Contract (CRS #5907)
County of Erie

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and the County of Erie, with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: November 10, 2025)***

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-971

Training & Travel Request NCFI Basic Network Investigation Course

TOWN BOARD AGENDA ITEM : NOVEMBER 10, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Training & Travel Request
NCFI Basic Network Investigation Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from November 9, 2025 through November 14, 2025. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

SPC:msl
Attachment

C: Tim Koller, Deputy Town Clerk ***(Agenda Item: November 10, 2025)***

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-972

Delta-Sonic Carwash Systems, Inc. (CRS #5908) Townwide Car Wash Contract

TOWN BOARD AGENDA ITEM: NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **Delta-Sonic Carwash Systems, Inc. (CRS #5908)**
Townwide Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 10, 2025)**

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

4. Resolution 2025-973

Intermunicipal Agreement: Town of Clarence (CRS #5919) Crossing Guards at Transit Middle School

TOWN BOARD AGENDA ITEM : NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **Intermunicipal Agreement: Town of Clarence (CRS #5919) Crossing Guards at Transit Middle School**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: November 10, 2025)

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

R. SENIOR SERVICES:

1. Resolution 2025-974

Class Instructor, Dale Suckow CRS #5910

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Dale Suckow, Voice Lesson Instructor.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-975

Class Instructor, Rena Kantenwein CRS #5911

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Rena Kantenwein, Quilting Instructor.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-976

Class Instructor, Nancy Wise-Reid CRS #5909

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Nancy Wise-Reid, Origami Instructor.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

S. SEWER/PLANT 16:

1. Resolution 2025-977

Change Order No. 2 - Time Extension CIR Electrical Construction Co. WPCF: Building No. 1 Screen and Valve Improvements Town of Amherst Project Nos. 2016.002H & 2018.002B CRS #5923

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a time extension with a nominal cost of $902.50 until September 10, 2026 for CIR Electrical Construction Co. for the above-referenced project. The project delay is due to the general contractor's major equipment supplier missing their delivery dates by seven (7) months. The additional cost is due to prevailing wage escalation and will be funded via contingency line in the contract.

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

Thank you for considering this request.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

T. YOUTH AND RECREATION:

1. Resolution 2025-978

Approve Sole Source Contract for Mfg Playground Equipment - CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval as Sole Source on Sourcewell Contract #010521 - LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2025 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney Approval.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-979

Emergency Purchase Authorization - Window Repair

WHEREAS, the Northtown Center has a broken glass panel in an entrance door and a broken window upstairs, and

WHEREAS, these conditions present a safety concern, and

WHEREAS, the Town's contracted window and door repair vendor has refused to perform the work due to an ongoing contract dispute,

NOW THEREFORE, BE IT RESOLVED, that the Amherst Town Board authorizes the use of A 24-Hour Door Company to perform the repairs at the Northtown Center as per their quote provided.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-112

Correspondence from Sean Hopkins, Esq. - 330 Maple Road

Letter from Sean Hopkins, Esq. regarding the proposed sports complex project at 330 Maple Road.

11/10/2025
Referred to Town Attorney, Planning and include in Resolution 2025-944

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Communication 2025-113

Letters of Support - Proposed 716 Sports Complex

Letters of support from KC Mullett, President of Buffalo Athletics, Bill Maher, Canisius University and Kelly Truppo.

11/10/2025
Referred to be included in Resolution 2025-944

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Communication 2025-114

Correspondence from Erica Burzynski - Sidewalk Snow Relief Program

Letter from Erica Burzynski regarding the request to be added to the Town's sidewalk snow relief program.

11/10/2025
Referred to Town Attorney and Highway

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

4. Communication 2025-115

Notice of Claim: Jenifer Grasha Vs. Town of Amherst

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

5. Communication 2025-116

Notice of Claim: Charter Communications, Inc. Vs. Town of Amherst

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

6. Communication 2025-117

Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst Et Al.

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

7. Communication 2025-118

Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN Holdings LLC Vs. Town of Amherst Et Al.

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 9:19 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 9:20 PM.

1. Resolution 2025-980

Demolition of 667 Emerson Drive CRS #5944

Suspension Item to Town Board Agenda of November 10, 2025
Demolition of 667 Emerson Dr. - CRS #5944

To: Deputy Supervisor Lavin

From: Lynda Juul, Director of Finance

Date: November 10, 2025

Re: Demolition of 667 Emerson Dr.

I am requesting that the resolution below be suspended in for the November 10, 2025 Town Board meeting. Bids were opened last Thursday, which was after the Town Board agenda deadline.

WHEREAS, the Contract Compliance and Administration Department received bids on November 6, 2025 for Bid #2025049 Demolition of 667 Emerson Drive; and

WHEREAS, the bid process resulted in a response from five (5) 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 Durable Demolition for their low bid of $24,282.00; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Durable Demolition; and

BE IT FURTHER RESOLVED, that approval is pending the successful completion of the Contract Routing System due to the fact that the buildings need to be demolished as soon as possible, and the next Town Board meeting is not until December 1st.

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2. Resolution 2025-981

Supervising Tax Clerk/Town Clerk

Suspension to Town Board Agenda of November 10, 2025

TO: The Honorable Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: November 10, 2025

RE: Supervising Tax Clerk/Town Clerk

WHEREAS, please appoint a Supervising Tax Clerk to the Town Clerk's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective November 12, 2025 at an annual salary of $44,649, Grade 7, Step C; for Ashley Obstarczyk and

WHEREAS, contingent upon completing all pre-employment requirements;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves this appointment.

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

3. Resolution 2025-982

Agreement with SUNY at Buffalo CRS #5872

SUSPENSION AGENDA ITEM: November 10, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: November 10, 2025

RE: **Agreement with SUNY at Buffalo - CRS #5872**

Authorize Supervisor to Sign Snow and Ice Control Agreement between TOA Highway Department and SUNY Buffalo, CRS #5872.

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of NY at Buffalo to provide Snow Removal and Ice Control.

This Agreement is for Snow Removal & Ice Control for the period starting 09/01/2025 through 08/31/2026. The State University of NY at Buffalo agrees to reimburse the Town of Amherst the sum of $64,943.51.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS #5872).

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

XVIII. PUBLIC EXPRESSION #2

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 Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 9:20 PM.

The following speakers addressed the Town Board:
Dave Howard, 194 Roycroft Blvd - Resolution 2025-944
Jane Cox, 4584 Harlem Rd - Communication 2025-114
Karen Howard, 194 Roycroft Blvd - Boulevard mall redevelopment

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was closed at 9:28 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The Town Board meeting of November 10, 2025 was adjourned at 9:28 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31142 **RESOLUTION 2025-944** **ADOPTED AS AMENDED**

Adoption of Local Law to Amend Restrictions imposed as a Condition of Zoning Approval (330 Maple Road (Portion), Z-2007-03_A)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Section 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 16, 2025 that the restrictions imposed as part of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from CF to GB (Z-2007-03) be amended to allow for the potential future use of the site for a Sports Complex containing 400,000 ± sq. ft. that is comprised of two domed indoor sports venues that are 137,500 sq. ft. each and a 2 story 50,000 sq. ft. commercial/retail building that connects the two domes at 330 Maple Road (portion) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the restrictions imposed as part of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from CF to GB subject to the following restrictions:

. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site.

2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.

3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

5. That the 716 Sports Complex LLC shall be required to address, to the reasonable satisfaction of the Town of Amherst, any on and/or off-site improvements to the Amherst Softball complex caused by and/or resulting from the construction of the 716 Sports Complex.

11/10/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Attorney Sean Hopkins and Dr. Brian McGrath, presented.

The following residents spoke:
Joe Voytovich, 35 Bucyrus
Kelsey Gratien, 34 Coolidge
Dave Howard, 194 Roycroft
Donald Lawrence, 22 Coolidge
Julie Van Lente, 116 Parkwood
Ashley Schmitt, 265 Maple
Sonja Robinson, 133 Bassett
Jane Cox, 4584 Harlem
Corrin Genovese, 75 Melrose
Stan Sliwa, 166 Cranburne
Julie Styn, Amherst Girls Softball

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 8:08 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin. A motion was then made by Councilmember Berger to amend, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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
November 10, 2025

November 5, 2025

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to amend restrictions imposed as a condition of a rezoning approval. Property located at 330 Maple Road (portion), 716 Sports Complex, LLC, Petitioner. (Z-2007-03_A).

Honorable Members:

The subject portion of the property (eastern portion of the property addressed 330 Maple Road) is a 21.3± acre rectangular shaped parcel that is located on the north side of Maple Road and has 1,350± feet of frontage at a depth of 633.27± feet and is located 1,085± feet east of North Maplemere Road, 3,250± feet west of North Forest Road and is northeast of the intersection of Donna Lea Boulevard and Maple Road.

For information on the surrounding zoning and land use, please refer to the attached sketch. The subject property was formerly used as a skeet range for the Buffalo Shooting Club and the portion of the parcel under consideration is currently undeveloped with treed areas in the east and northeastern portions of the project area.

The petitioner is requesting amendment of restrictions that were imposed by the Town Board on June 2, 2008 as a condition of approval for the rezoning of 28.11 acres of land from Community Facilities (CF) to General Business (GB) (Z-2007-03) to allow for the potential future use of the site as a sports complex. The complex would contain 400,000 ± sq. ft. of space comprised of two domed indoor sports venues that would be 137,500 sq. ft. each and 85 feet in height and a 2 story 50,000 sq. ft. commercial/retail building that connects the two domes. The original project concept included a 5-story hotel that has been removed from the project layout.

The original restrictions of rezoning approval imposed by the Town Board were as follows:

1. The creation of a 4.5-acre conservation project area, 101 feet in depth, fronting Maple Road on property described in Schedule "B".
2. The Brownfield Cleanup Program will be instituted in a manner that results in the project site being cleaned to New York State Department of Environmental Conservation residential standards.
3. No single retail user shall be greater than 50,000 square feet in size.
4. A maximum building height limitation of 50 feet for any structure.
5. No freestanding drive-thru fast-food restaurants.
6. No freestanding drive-thru pharmacies.
7. Petitioners, their successors and assigns agree to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

The petitioner is proposing the following amended restrictions:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site.
2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.
3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.
4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

History of previous rezoning requests:
The subject area of the site was zoned Community Facilities (CF) District with the adoption of the Townwide Zoning Map & Ordinance on January 19, 1976.

Z-2007-03 — On June 2, 2008 the Town Board adopted a Certification of Findings and rezoned a portion of the subject area of the site from CF to GB and imposed a condition that required the seven (7) deed restrictions herein cited above. The Declaration of Restrictions required per the Town Board's decision on June 2, 2008 were recorded at the Erie County Clerk's Office on July 2, 2008.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN
The request is to amend restrictions previously imposed as part of a rezoning approval to permit commercial use of the property. Figure 6, the "Conceptual Land Use Plan" of the Bicentennial Comprehensive Plan, recommends "Commercial/Mixed-use" land uses for this location. The Plan also includes initiatives and policies that encourage reinvestment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses. Relief from the current restrictions enables flexibility in design to encourage revitalization of the site for sport and recreation uses that complement the surrounding municipal recreation complex and medical offices. Revitalization and reinvestment at this location is also recommended in the Town's Strategic Economic Development Plan. The Economic Development Plan recommends sport/recreation and medical tourism uses that would complement each other and advance reinvestment at this location. The proposed sport/recreation uses that would be enabled by the amended restrictions are generally consistent with, and complement existing surrounding land uses in the area.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE
Amendments to the zoning restrictions will enable development as represented in the concept plan that is permitted in the present GB zoning district and conforms to uses of adjacent properties to the north, east and west. The concept plan proposes buildings that do not meet the dimensional standards of the Zoning Ordinance for the maximum allowed building height of 65 ft. permitted in the existing GB zoning district or the use of building wall materials made of fabric. The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Honorable Town Board

Request to amend restrictions imposed as a condition of a rezoning approval; Z-2007-03_A
property located at 330 Maple Road (portion)
Agenda of November 10, 2025

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The request to amend restrictions previously imposed as part of a rezoning approval to permit construction of the proposed, two domed indoor sports venues that are 137,500 sq. ft. each, a 2-story 50,000 sq. ft. commercial/retail building that connects the two domes and a possible future free standing 5 story, 75,000 sq. ft. hotel with 120 rooms is consistent and compatible with the development and zoning on the north side of Maple Road and nearby sport related uses that include a golf course, a softball complex and indoor ice skating/hockey center, offices, medical and commercial establishments. The request is generally inconsistent with the single-family residential development and neighborhoods along the south side of Maple Road, however it is compatible with the planned golf course and park area also located along the south side of Maple Road.

ADEQUATE SERVICES AND UTILITIES

There may be adequate services and utilities available or proposed to be made available to serve a development constructed under the requested amendment of zoning restrictions. Further information is necessary to determine the adequacy of existing infrastructure including downstream sanitary sewer capacity during wet weather conditions. This is a Type I action and therefore has been subject to a coordinated environmental review, and Parts 1, 2 and 3 of the Full Environmental Assessment Forms consistent with SEQR have been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of October 16, 2025 held a public hearing on the subject request to amend the restrictions previously imposed as part of a rezoning approval. The Planning Board recommended that the request be approved with a condition that every effort be made to reduce building heights and locate the structures as far north from the Maple Road right-of-way as possible.

Prior to making a decision to approve the request, the Town Board must make a determination of environmental significance pursuant to SEQR. A draft SEQR determination is attached for your consideration that will assist the Board in its role as Lead Agency to take a hard look at the identified potential impacts, including impacts to community character. The petitioner has been advised to provide the Town with an aesthetic assessment to assist in answering this identified environmental impact. A draft Negative Declaration and associated resolutions are attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_TB_Letter_111025.docx
cc: Steven B. Bengart, Town Attorney

Planning Board Approval October 16, 2025
Ayes.5, Noes 0, Absent (Penberthy, Raffaele)

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-



Z-2007-03A

Request for Relief of Conditions of Rezoning Approval
Property Located at 330 Maple Road

716 Sports Complex LLC, Petitioner

October 16, 2025

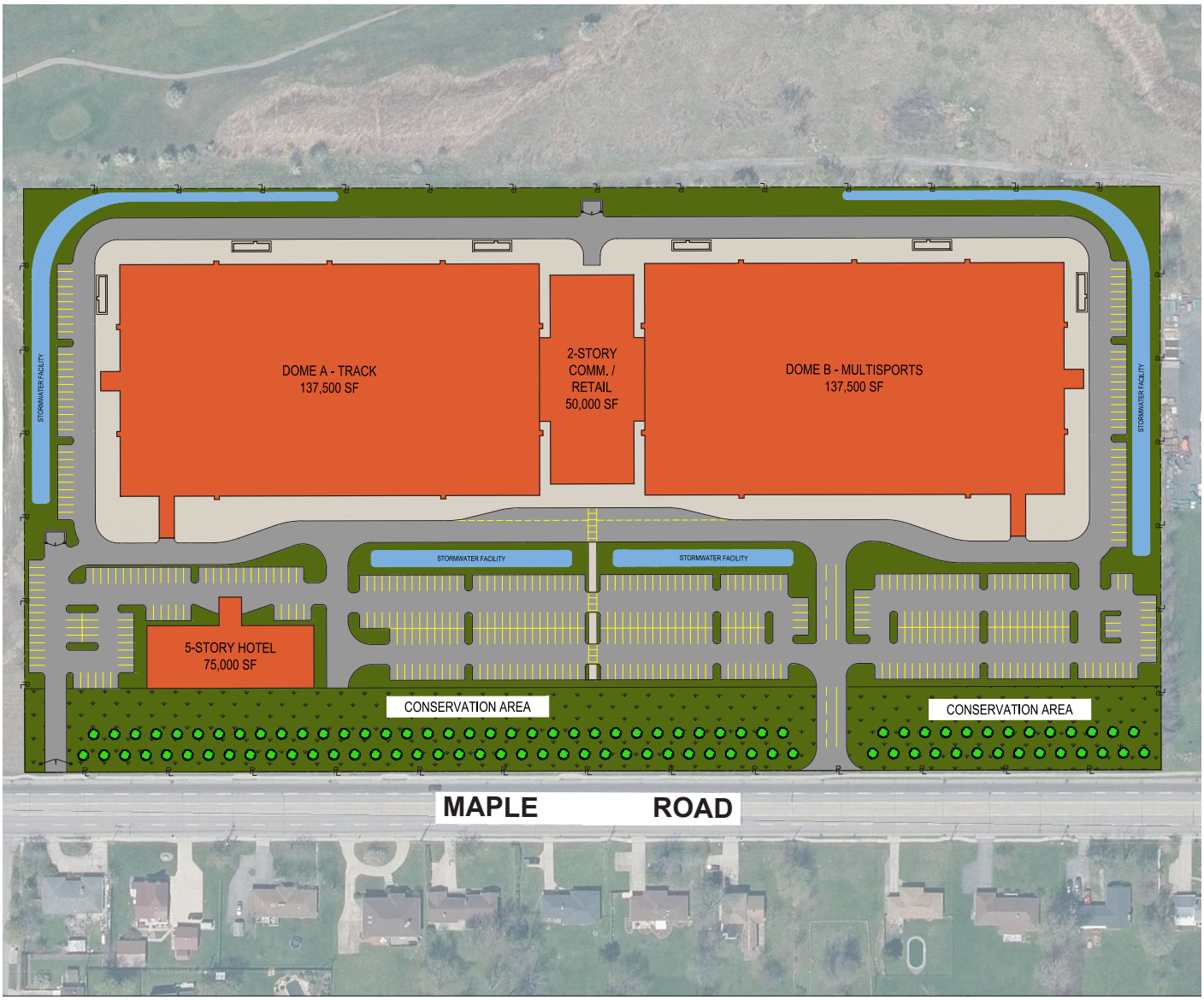
330 Maple Road

NYS Informational Freshwater Wetland

NWI Wetland (Federal)

Prepared by the Town of Amherst Planning Department

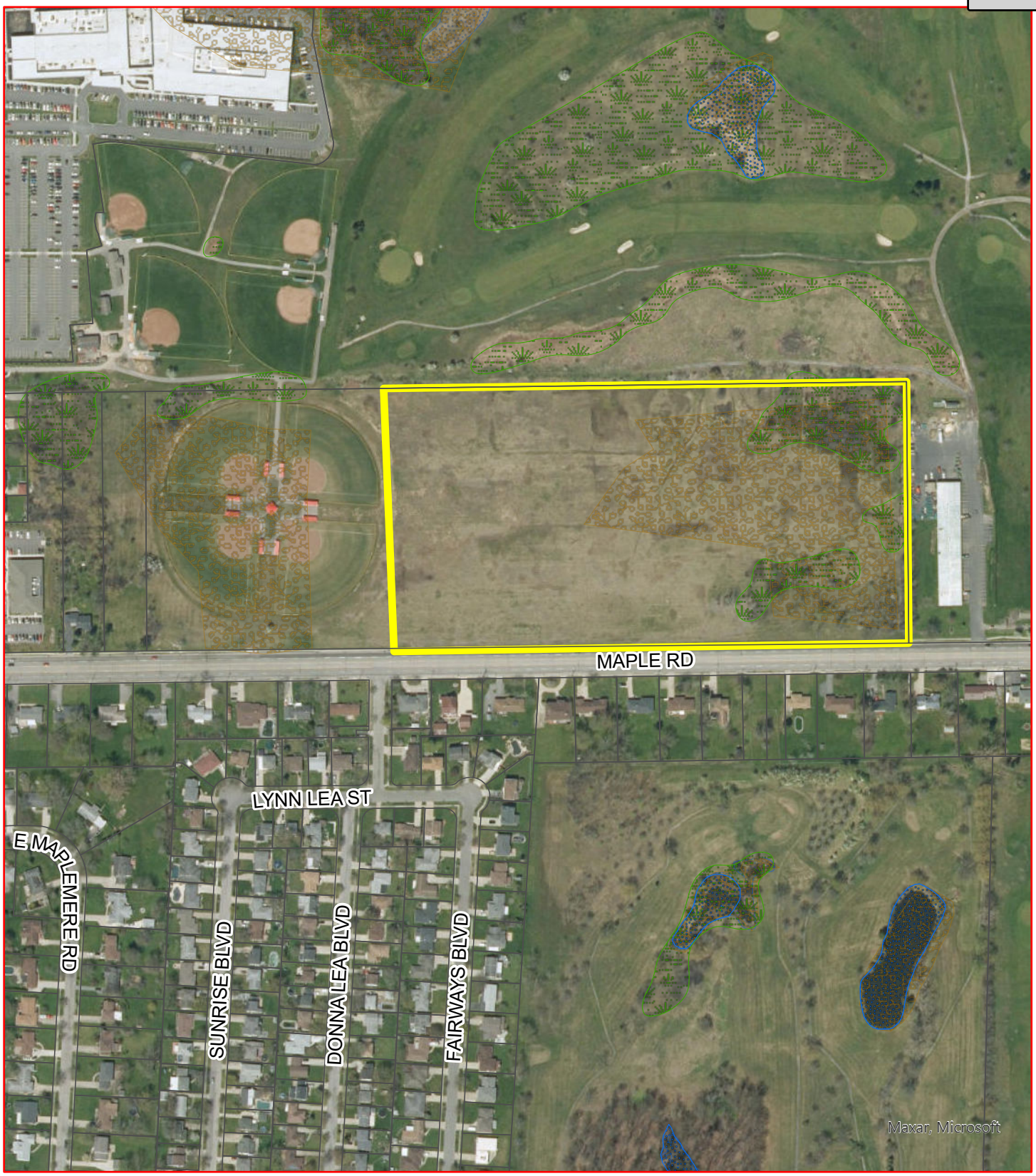
Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-



CONCEPT PLAN

Z-2007-03A
330 Maple Road
10/2/25

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-



Z-2007-03A

Request for Relief of Conditions of Rezoning Approval
Property Located at 330 Maple Road

716 Sports Complex LLC, Petitioner

October 16, 2025

330 Maple Road

NYS Informational Freshwater Wetland

NWI Wetland (Federal)

N

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

TOWN OF AMHERST
PLANNING BOARD
RELIEF OF ZONING CONDITIONS RESOLUTION
Z-2007-3_A

PETITIONER

716 Sports Complex Inc.
Sean Hopkins, Esq.
c/o Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
35 California Drive, Suite 100
Williamsville, NY 14221

PROPERTY LOCATION

330 Maple Road

OCT 23 2025 PM2:4

WHEREAS the Town of Amherst Planning Board on Thursday, October 16, 2025 held a public hearing on the proposed relief of zoning conditions imposed by the Town Board on June 2, 2008 for land at 218 and 330 Maple Road for a proposed sports complex, and

WHEREAS the Planning Board has reviewed plans and other materials regarding the request to remove zoning conditions of approval related to structure height and size, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed request for relief of zoning conditions is generally consistent with the policies of the Comprehensive Plan, and the Town's Conceptual Land Use Plan (Figure 6) that recommends a Commercial / Mixed-Use designation as the subject location.

B. There may be adequate services and utilities available or proposed to be made available for the request for relief of zoning conditions to allow for the proposed construction of the development. Further information is necessary to determine the adequacy of existing infrastructure.

C. The proposal for relief of zoning conditions as represented in the concept plan is a permitted use with the present zoning district and conforms to the uses of adjacent properties. The concept plan represents proposed buildings that do not meet the dimensional standards of the zoning ordinance for the height allowed in the existing zoning district.

D. The subject property is suitable for the use which relief of conditions are being sought.

E. The proposed relief of conditions may tend to improve the balance of uses, or may meet a specific demand in the Town and the Western New York area.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

TOWN OF AMHERST
PLANNING BOARD
RELIEF OF ZONING CONDITIONS RESOLUTION
Z-2007-3_A

PETITIONER

716 Sports Complex Inc.

PROPERTY LOCATION

330 Maple Road

OCT 23 2025 PM2:42

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the request to remove and amend rezoning conditions of approval be approved based on the findings of this Board and the proposed concept plan subject to the following condition:

1. That the proposed development makes every effort to reduce the building heights and locate the structures as far north from the Maple Road right-of-way as possible.

The foregoing resolution was adopted by the Town of Amherst Planning Board, October 16, 2025; moved by Davis; seconded by Gill; ayes 5; noes 0; absent 2 (Penberthy, O'Rourke).

Michael J. Chmiel, Planning Board Chair

10/23/25
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_resolution_101625.doc
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
David Johnson – djohnson@LaBellaPC.com

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Application for Relief of Restrictions
Portion of 330 Maple Road
Applicant: 716 Sports Complex, LLC
October 3, 2025

Hopkins Sorgi & McCarthy PLLC
c/o Sean Hopkins, Esq.
Williamsville, NY 14221
Tel: 510-4338
E-mail: shopkins@hsmlegal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** _____ **Fee $** $1,215.00

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		_____
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

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: 716 Sports Complex, LLC

Address: c/o Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC
35 California Drive, Suite 100
Williamsville, New York 14221
City State Zip Code

Phone: 716.510-4338 Fax:

E Mail shopkins@hsmlegal.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property**

From: Not Applicable. District

To: District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

Portion of 330 Maple Road

SBL #: SBL No. 55.03-1-10

4. **Area of land to be rezoned** (in acres): Not Applicable

5. **Owner of Land**:

Name: Town of Amherst

Address: 5583 Main Street, Williamsville, NY 14221

Telephone: 716.510-4338

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343
Williamsville, New York 14221
Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com
City State Zip Code

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

7. **Petitioner's interest in property**

[Note: Authorization Resolution adopted by the Town Board on September 30, 2025. A copy of the resolution adopted by the Town Board is provided at Exhibit "14".]

_____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)

Not Applicable.

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.**

See attached Exhibits "2" and "3".

10. **Said property has the following deed restrictions or Covenants:** (attach copy) -

Liber 11467 Page 0967

A copy of the recorded Declaration of Restrictions is attached as Exhibit "4".

11.

Information on proposed project:

A. Description of the character of the proposed development:

See Exhibit 5

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 5.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

2. Why cannot land be used with the existing zoning?

Not Applicable

3. How will this rezoning impact surrounding properties?

Not Applicable

4. How will this rezoning impact the school system?

Not Applicable..

12. Quantitative Data:

A. Total # of dwelling units Not Applicable

B. Distribution of dwelling units by type _____

C. Gross Residential Density per acre _____

D. Total amount of Open Space Approximately 6 acres

E. Proposed Non-Residential Floor Area 675,000 SF

[Note: A copy of the Concept Plan for the proposed project is provided at Exhibit "7".]

13. Development Schedule:

Start Spring 2026

Finish Spring 2028

Stages (# of) 2

14. If any portion of the proposed development is planned to be sold or leased, please describe:

Portions of space will be leased to third parties.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

15. **Open Space ownership and maintenance provisions (if applicable):**

Greenspace and landscaping will be privately owned and maintained.

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 Exhibit 6.

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 Town Board adopted the 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, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 6.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

See Exhibit 6.

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 Yes.

C. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**

See Exhibit 6.

D. **Suitability of the subject property for uses permitted by the current versus the proposed district:**

See Exhibit 6.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

See Exhibit 6.

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.

[Note: Authorization Letter of Property Owner signed attached as Exhibit "1".]

Signature of Petitioner

Subscribed and sworn to before me this 2 day of October 2, 20 25

Notary Public, Erie County, New York

KERI L LICKFELD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6413185
Qualified in Erie County
Commission Expires January 19, 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.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

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.

P:\CurrPlan\Applications2007\Rezoning & Comp Plan Amend App
10/09

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 1

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ATTACHMENT 1 OF PART 1 OF FULL EAF

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

NYSDEC BROWNFIELD CLEANUP PROGRAM (BCP)

CERTIFICATE OF COMPLETION

CERTIFICATE HOLDER(S):

Name	Address
BUFFALO-MAPLE ROAD, LLC AND MAPLE ROAD LODGING, LLC	570 Delaware Avenue, Buffalo, NY 14202

BROWNFIELD CLEANUP AGREEMENT:

Application Approval: 8/26/12 **Agreement Execution:** 9/22/06 **Agreement Index No.:**B9-0724-06-07

Application Approval Amendment: 5/9/07 **Agreement Execution Amendment:** 6/18/07

SITE INFORMATION

Site No.: C915207 **Site Name:** 330 Maple Road Site
Site Owner: Buffalo-Maple Road, LLC
Street Address: 330 Maple Road
Municipality: Williamsville **County:** Erie **DEC Region:** 9
Site Size: 26.000 Acres
Tax Map Identification Number(s): Portion of 35.03-1-10
Percentage of site located in an EnZone: 0 - 49 %

A description of the property subject to this Certificate is attached as Exhibit A and a site survey is attached as Exhibit B.

CERTIFICATE ISSUANCE

This Certificate of Completion, hereinafter referred to as the "Certificate," is issued pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law ("ECL").

This Certificate has been issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the Brownfield Site Cleanup Agreement, as well as any other relevant information regarding the Site, that the applicable remediation requirements set forth in the ECL have been or will be achieved in accordance with the time frames, if any, established in the remedial work plan.

The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements):

Allowable Uses under the BCP: Residential, Restricted-Residential, Commercial, and Industrial
Cleanup Track: Track 2: Restricted use with generic soil cleanup objectives

Tax Credit Provisions for Entities Taxable Under Article 9, 9-A, 32, and 33:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 12 %.
Tangible Property Credit Component Rate is 12 %.

Tax Credit Provisions for Entities Taxable Under Article 22 & S Corporations:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 10 %.
Tangible Property Credit Component Rate is 10 %.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

LIABILITY LIMITATION

Upon issuance of this Certificate of Completion, and subject to the terms and conditions set forth herein, the Certificate holder(s) shall be entitled to the liability limitation provided in ECL Section 27-1421. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in ECL Section 27-1421. The liability limitation shall be subject to all rights reserved to the State by ECL Section 27-1421.2 and any other applicable provision of law.

CERTIFICATE TRANSFERABILITY

This Certificate may be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by ECL Section 27-1419.5 and 6NYCRR Part 375-1.9.

CERTIFICATE MODIFICATION/REVOCATION

This Certificate of Completion may be modified or revoked by the Commissioner following notice and an opportunity for a hearing in accordance with ECL Section 27-1419 and 6NYCRR Part 375-1.9(e) upon a finding that:

(1) either the Applicant or the Applicant's successors or assigns have failed to comply with the terms and conditions of the Brownfield Site Cleanup Agreement;

(2) the Applicant made a misrepresentation of a material fact tending to demonstrate that it was qualified as a Volunteer;

(3) either the Applicant or the Applicant's successors or assigns made a misrepresentation of a material fact tending to demonstrate that the cleanup levels identified in the Brownfield Site Cleanup Agreement were reached;

(4) there is good cause for such modification or revocation;

(5) either the Applicant or the Applicant's successors or assigns failed to manage the controls or monitoring in full compliance with the terms of the remedial program;

(6) the terms and conditions of the environmental easement have been intentionally violated or found to be not protective or enforceable.

The Certificate holder(s) (including its successors or assigns) shall have thirty (30) days within which to cure any deficiency or to seek a hearing. If the deficiency is not cured or a request for a hearing received within such 30-day period, the Certificate shall be deemed modified or vacated on the 31st day after the Department's notice.

Joseph J. Martens
Commissioner
New York State Department of Environmental Conservation

By: _____ Date: May 7, 2012
Robert W. Schick, P.E., Acting Director
Division of Environmental Remediation

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ATTACHMENT 2 OF PART 1 OF FULL EAF

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

September 24, 2025

Joseph Bognanno
300 State Street
Rochester, NY 14614

Re: DEC
716 Sports
Town of Amherst, Erie County, NY
25PR08945

Dear Joseph Bognanno:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Sydney Snyder at the following email address:

Sydney.Snyder@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 2

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

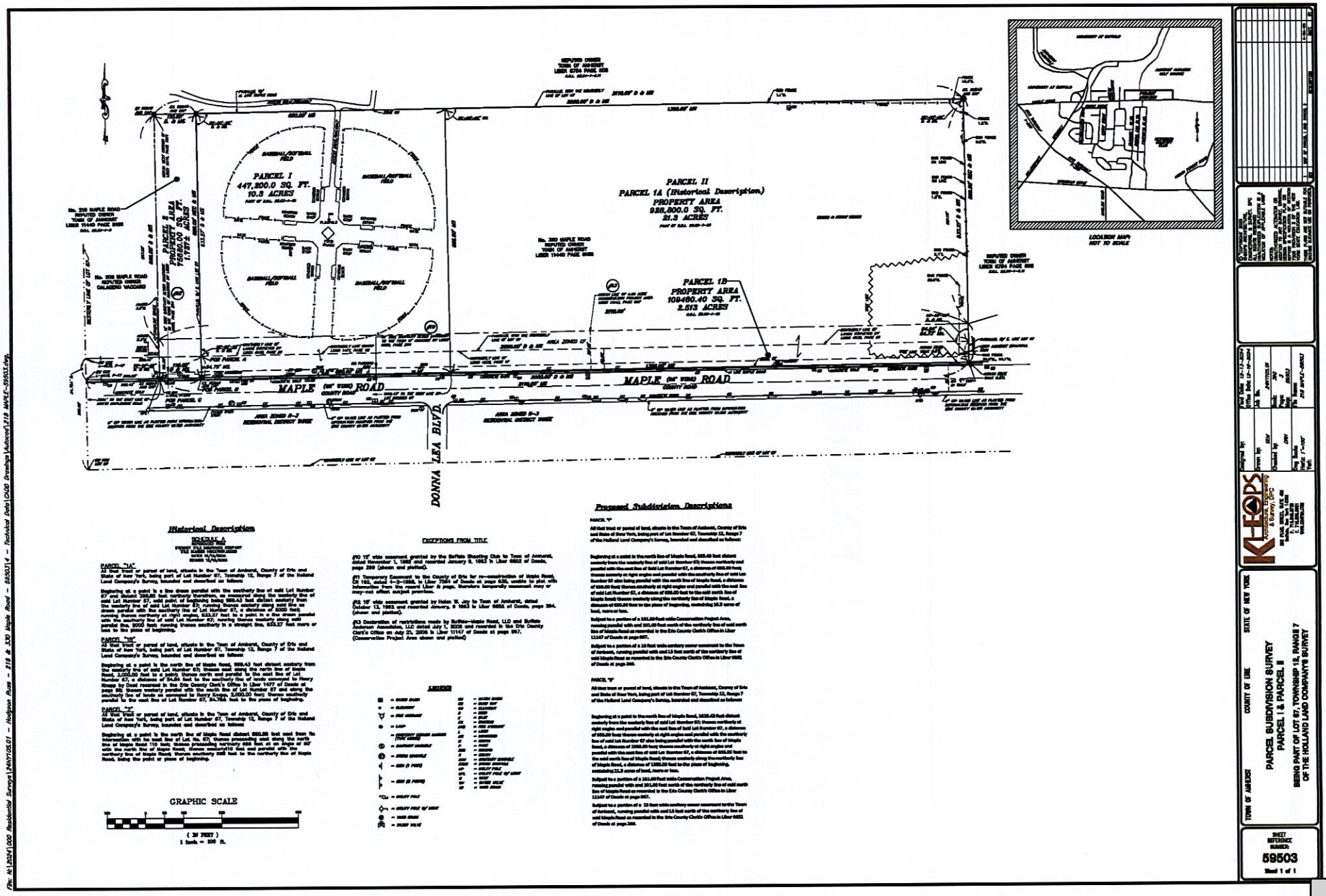

PARCEL I
447,800.0 SQ. FT.
10.3 ACRES
PARCEL II
PARCEL 1A (Historical Description)
PROPERTY AREA
928,800.0 SQ. FT.
21.3 ACRES
PARCEL 1B
PROPERTY AREA
109,480.40 SQ. FT.
2.513 ACRES
MAPLE (66' WIDE) ROAD
DONNA LEA BLVD
LOCATION MAP
NOT TO SCALE
Historical Description
EXCEPTIONS FROM TITLE
Proposed Subdivision Descriptions
GRAPHIC SCALE
(30 FEET)
1 Inch = 100 ft.
TOWN OF AMHERST
COUNTY OF ERIE
STATE OF NEW YORK
PARCEL SUBDIVISION SURVEY
PARCEL I & PARCEL II
BEING PART OF LOT 67, TOWNSHIP 12, RANGE 7
OF THE HOLLAND LAND COMPANY'S SURVEY
SHEET REFERENCE NUMBER
59503
Sheet 1 of 1

EXHIBIT 3

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 3

LEGAL DESCRIPTION OF POTION OF 330 MAPLE ROAD

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 67, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the north line of Maple Road, 1619.43 feet distant easterly from the westerly line of said Lot Number 67; thence northerly at right angles and parallel with the east line of Said Lot Number 67, a distance of 688.00 feet; thence easterly at right angles and parallel with the southerly line of said Lot Number 67 also being parallel with the north line of Maple Road, a distance of 1350.00 feet; thence southerly at right angles and parallel with the east line of said Lot Number 67, a distance of 688.00 feet to the said north line of Maple Road; thence westerly along the northerly line of Maple Road, a distance of 1350.00 feet to the place of beginning, containing 21.3 acres of land, more or less.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 4

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

FILED

JUL 02 2008

ERIE COUNTY
CLERK'S OFFICE

Box 104 JP

-FAF-

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Buffalo-Maple Road LLC and Buffalo-Anderson Associates, LLC (hereinafter referred to as "Petitioners") are the owners of two parcels of land commonly known as 218 Maple Road and 330 Maple Road, respectively, located in the Town of Amherst, County of Erie and State of New York and more particularly described in Schedule "A" attached hereto (the "Property"); and

WHEREAS, Petitioners by their agent Benderson Development Company, LLC, applied to the Town of Amherst, New York Town Board for rezoning of the Property; and

WHEREAS, on the 2nd day of June, 2008, the said Amherst Town Board approved the requested rezonings from CF to GB, and R-3 to MFR-6 on the condition Petitioners, their successors and assigns, agree to restrict the Property as follows:

1. The creation of a 4.5 acre conservation project area, 101 feet in depth, fronting Maple Road on property described in Schedule "B"

2. The Brownfield Cleanup Program will be instituted in a manner that results in the project site being cleaned to New York State Department of Environmental Conservation residential standards

3. No single retail user shall be greater than 50,000 square feet in size.

4. A maximum building height limitation of 50 feet for any structure.

5. No freestanding drive-thru fast food restaurants.

6. No freestanding drive-thru pharmacies.

7. Petitioners, their successors and assigns agreed to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

NOW THEREFORE, Petitioners agree to abide by the above enumerated restrictions. The above restrictions shall be binding on the Petitioners, their successors and assigns and all parties claiming thereunder and shall run with the land and the above described restrictions can only be changed, modified or eliminated by a vote of the Town of Amherst Town Board. In the event, however, the Town of Amherst Town Board has subsequently passed the appropriate legislation requiring a vote of greater than a majority vote to change zoning restrictions, Petitioners, their successors and assigns and all parties claiming thereunder shall be bound by said greater than majority vote requirement.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on the 1st day of July, 2008.

BUFFALO-MAPLE ROAD, LLC

By: _____
David H. Baldauf, Manager

BUFFALO-ANDERSON ASSOCIATES, LLC

By: _____
David H. Baldauf, Manager

STATE OF FLORIDA }
}ss.:
COUNTY OF MANATEE }

On this 1st day of July, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID H. BALDAUF, 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.

KIMBERLY J. TAYLOR
MY COMMISSION #DD344390
EXPIRES: AUG 05, 2008
Bonded through 1st State Insurance

_____
Notary Public

STATE OF FLORIDA }
}ss.:
COUNTY OF MANATEE }

On this 1st day of July, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID H. BALDAUF 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.

KIMBERLY J. TAYLOR
MY COMMISSION #DD344390
EXPIRES: AUG 05, 2008
Bonded through 1st State Insurance

_____
Notary Public

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

SCHEDULE A

The Town Board hereby amends its zoning map which is incorporated by reference in the town zoning code by amending from CF to GB the zoning of a portion of 330 Maple Road; legally described as follows:

All that tract or parcel of land situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 67, Township 12, Range 7 of the Holland Land Company's Survey further described as follows:

Commencing at the southwest corner of lands conveyed by deed recorded in the Erie County Clerk's office in Liber 11111 of deeds at page 7971, said point being in the northerly line of Maple Road, distant 325 +/- east of the easterly line of North Maplemere Road;

Thence easterly along the northerly line of Maple Road a distance of 330.00 feet, said point being 220.0 feet east of the southwest corner of lands now or formerly conveyed to Buffalo Maple Road, LLC;

Thence northerly through lands now or formerly of said Buffalo Maple Road, LLC, at right angles a distance of 101.00 feet to the point or place of beginning;

Thence continuing northerly through lands now or formerly of said Buffalo Maple Road, LLC. A distance of 587.00 feet to a point in the northerly line of said Buffalo Maple Road, LLC.;

Thence easterly along the northerly line of said Buffalo Maple Road, LLC, at right angles parallel to the northerly line of Maple Road a distance of 1780.00 feet to the northeast corner of said Buffalo Maple Road, LLC.;

Thence southerly along the easterly line of said Buffalo Maple Road. LLC, at right angles at distance of 587.00 feet to a point;

Thence westerly through lands now or formerly of said Buffalo Maple Road, LLC. at right angles a distance of 1780.00 feet to the point or place of beginning containing 23.99 acres of land, more or less.

The Town Board further amends its Zoning Map, which is incorporated by reference in the Town of Amherst Zoning Code by amending from CF and R-3 to MFR-6 the zoning of a portion of 218 Maple Road and a portion of 330 Maple Road; legally described as follows:

All that tract or parcel of land situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 67, Township 12, Range 7 of the Holland Land Company's Survey further described as follows:

Commencing at the southwest corner of lands conveyed by deed recorded in the Erie County Clerk's office in Liber 11111 of deeds at page 7971, said point being in the northerly line of Maple Road, distant 325 +/- east of the easterly line of North Maplemere Road;

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Thence easterly along the northerly line of Maple Road a distance of 330.00 feet, said point being 220.0 feet east of the southwest corner of lands now or formerly conveyed to Buffalo Maple Road, LLC.;

Thence northerly through lands now or formerly of said Buffalo Maple Road, LLC. at right angles a distance of 101.00 feet to the point or place of beginning;

Thence continuing northerly through lands now or formerly of said Buffalo Maple Road, LLC. a distance of 587.00 feet to a point in the northerly line of said Buffalo Maple Road, LLC.;

Thence westerly along the northerly line of Maple Road of said Liber 11111 of deeds at page 7971 and a portion of the northerly line of lands now or formally conveyed to Buffalo Maple Road, LLC. at right angles and parallel to Maple Road a distance of 330.00 Feet to a point;

Thence southerly through the said lands of Buffalo Maple Road, LLC. at right angles a distance of 587.00 feet to a point;

Thence easterly through lands now or formerly of said Buffalo Maple Road, LLC. at right angles a distance of 330.00 feet to the point or place of beginning containing 4.45 acres of land, more or less.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

SCHEDULE B

Notwithstanding the foregoing rezoning, there shall be created on the site a conservation project area described as follows:

All That Tract or Parcel of Land situate in the Town of Amherst, County of Erie, State of New York, being part of Lot 67, Township 12, Range 7 of the Holland Land Company's Survey further described as follows:

Beginning at the Southwest corner of lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 11111 of Deeds at page 7971, said point being in the northerly line of Maple Road, distant 325 feet more or less east of the easterly line of North Maplemere Road;

Thence easterly along the northerly line of Maple Road a distance of 2,110 feet to the easterly line of lands now or formerly owned by Buffalo Shooting Club, Inc.;

Thence northerly at right angles and along the easterly line of said Buffalo Shooting Club, Inc. a distance of 101 feet to a point;

Thence westerly parallel with the northerly line of Maple Road a distance of 2,110 feet to the west line of said lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 11111 of Deeds at page 7971;

Thence southerly along the westerly line of said lands conveyed by deed recorded in the Erie County Clerk's Office in Liber 11111 of Deeds at page 7971 a distance of 101 feet to the Point or Place of Beginning containing 4.89 acres of land, more or less.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Honorable Kathleen C. Hochul
County Clerk
Erie County
92 Franklin Street
Buffalo, NY 14202
(716) 858-8865

DATE:07/02/2008
TIME:04:07:25 PM
RECEIPT:556521

DAMON & MOREY

ITEM -01 781 04:07:25 PM
CTRL #:2008137304 BK/PG:D11147/0967
BUFFALO-MAPLE ROAD LLC
TOWN OF AMHERST

RECORDING FEE		55.00
MARKOFF FEE		0.00
Sub. Total	55.00	

AMOUNT DUE:	$55.00	
PAID CHECK:	$55.00	
Check #:0400		
TOTAL PAID:	$55.00	$55.00

REC BY:JOANNE
County Clerk
Have a nice day!

Honorable Kathleen C. Hochul
County Clerk
Erie County
92 Franklin Street
Buffalo, NY 14202
(716) 858-8865

DATE:07/02/2008
TIME:04:07:25 PM
RECEIPT:556521

DAMON & MOREY

ITEM -01 781 04:07:25 PM
CTRL #:2008137304 BK/PG:D11147/0967
BUFFALO-MAPLE ROAD LLC
TOWN OF AMHERST

RECORDING FEE		55.00
MARKOFF FEE		0.00
Sub. Total	55.00	

AMOUNT DUE:	$55.00	
PAID CHECK:	$55.00	
Check #:0400		
TOTAL PAID:	$55.00	$55.00

REC BY:JOANNE
County Clerk
Have a nice day!

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 5

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 5

APPLICATION FOR RELIEF OF ZONING CONDITIONS AND TO AMEND DECLARATION OF RESTRICTIONS – PORTION OF 330 MAPLE ROAD

Question 11(A): Description of the character of the proposed development:

Response to Question 11(A): The proposed project consists of the development of a portion of 330 Maple Road consisting of 21.3 acres of vacant land (the "Project Site") currently owned by the Town of Amherst as a state-of-the art sports complex that will include approximately 50,000 sq. ft. of retail space along with a five-story hotel and all related site improvements. A color copy of the Concept Plan depicting the conceptual layout of the proposed project is provided at Exhibit "7". An aerial photograph of the Project Site and the surrounding vicinity is provided at Exhibit "11" and a color excerpt of the Zoning Map is provided at Exhibit "12".

The Project Site is zoned General Business District ("GB") and Recreation Conservation District ("RC") pursuant to the Town's Zoning Map. The RC zoning only applies to the front portion of the Project Site along Maple Road that will consist of a conservation area consisting of greenspace and landscaping as depicted on the Concept Plan attached as Exhibit "7".

Question 11(B)(1): Rationale for rezoning request: 1. What was this site chosen?

Response to Question 11(B)(1): The Project Site is properly zoned for the proposed project and the proposed use is consistent with Figure 6 of the adopted Comprehensive Plan, which designates the portion of the Project Site to be developed as appropriate for "Commercial-Mixed-Use".

The Project Sponsor is requesting that the Town Board grant relief of zoning conditions imposed in connection with the previous rezoning of the Project Site for the previously approved but never constructed Gun Club Project. A copy of the Declaration of Restrictions recorded at the

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Erie County Clerk's Office on July 2, 2008 is provided at Exhibit "4" and a draft of the Amended Declaration of Restrictions is provided at Exhibit "8". The Project Sponsor is requesting that the previously imposed zoning conditions be rescinded and replaced with the following zoning conditions as set forth in the draft of the Amended Declaration of Restrictions:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and utility improvements necessary to provide required utility services for the development of the Project Site.

2. The Declarant shall comply with the requirements imposed by the NYS Department of Environmental Conservation relative to the Brownfield Clean Up Program in connection with the development of the Project Site.

3. No freestanding drive-thru fast food restaurants shall be permitted on the Project Site.

4. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

5. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site cannot be developed as proposed in manner that would comply with the zoning conditions previously imposed by the Town Board since Condition No. 3 restricted any single retail user to a maximum of 50,000 square feet in size and Condition No. 4 limited the maximum building height to 50 feet for any structure.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The requested relief of the zoning conditions previously imposed by the Town Board will not result in any potentially significant adverse impacts on surrounding

properties. A completed Part 1 of the Full Environmental Assessment Form as prepared pursuant to the State Environmental Quality Review Act ("SEQRA") is provided at Exhibit "1" of this Application. It is important to mention that the project will allow the Project Sponsor to receive the benefits associated with the previous environmental cleanup of contamination at the Project Site. A copy of the Certificate of Completion issued by the NYS Department of Environmental Conservation ("NYSDEC") dated May 7, 2012 is provided at Attachment "A" of the Part 1 of the Full EAF provided at Exhibit "1" of this Application. A copy of the No Impact Determination Letter issued by SHPO dated September 24, 2025 is provided at Attachment "B" of the Part 1 of the Full EAF provided at Exhibit "1" of this Application. Additionally, a copy of the Wetland Investigation Letter prepared by Scott Livinngstone of Earth Dimensions, Inc. is provided at Exhibit "10" of the Application.

The proposed project will also require Site Plan Approval from the Planning Board which will ensure compliance with the applicable standards for landscaping, lighting, stormwater management, etc.

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed project will have very substantial positive impacts on the school district since it will generate substantial annual property taxes without creating any demand for educational services.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 6

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 6

APPLICATION FOR RELIEF OF ZONING CONDITIONS AND TO AMEND DECLARATION OF RESTRICTIONS – PORTION OF 330 MAPLE ROAD

Question 16(A)(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.

Response to Question 16(A)(1): The proposed project is consistent with the Town's planning goals and objectives as set forth in the adopted the Bicentennial Comprehensive Plan and other relevant planning documents which repeatedly encourage athletic facilities that will assist in promoting the health of the Town's residents. The Project Site is properly zoned for the proposed project and the proposed use is consistent with Figure 6 of the adopted Comprehensive Plan, which designates the portion of the Project Site to be developed as appropriate for "Commercial-Mixed-Use". A copy of Figure 6 of the Comprehensive Plan is provided at Exhibit "13".

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The proposed project is consistent with the planning goals and objectives contained in the Comprehensive Plan and as such there is not a need to amend the Comprehensive Plan to accommodate the proposed project.

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of*

buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."

The requested for relief of zoning conditions previously imposed by the Town Board to accommodate the proposed project on the Project Site is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The project represents orderly and beneficial development that will provide very substantial benefits to the Town and its residents.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed project will not be inconsistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed project will not result in the overcrowding of land.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The project will not result in excessive concentration of population and the project represents an example of coordinated development.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses to the Questions in Section 16 provided above sets forth the reasons the proposed rezoning is consistent with the recommended land use and the policies contained in the adopted Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Project Site is not located in a regulated floodway or 100 yr. floodplain. The Site Plan Application review process will trigger the need for an Engineer's Report to be prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The project will not increase the likelihood of damage and injury due to fire and flood. The proposed buildings will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The project will not be inconsistent with this objective. There are not significant natural features located on the Project Site. The Project Site has been designated for commercial development for 18 years.

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the Concept Plan submitted with this Application will be aesthetically harmonious with nearby areas and structures.[1] The layout reflects a deliberate effort locate the athletic facility as far away as practicable from the Maple Road Right-of-Way, since there are existing single-family homes on the south side of Maple Road.

---

[1] A reduced-size copy of the Concept Plan is attached as Exhibit "7".

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed project will have a driveway connection to Maple Road, which is an Erie County Highway, and a secondary gated emergency access driveway for emergency access per the requirements of Appendix D of the NYS Fire Code.

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The project is consistent with this objective since the proposed use is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed project is consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The Project Sponsor is not seeking to amend the existing zoning classifications of the Project Site.

Question 16(D): **Suitability of the subject property for uses permitted by the current versus the proposed district:**

Response to Question 16(D): The Project Site is properly zoned so this this question does not apply.

Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The proposed project will have positive impacts on the balance of uses in the Town by providing a state-of-the-art athletic facility that will offer a broad range of services that are not currently available in the Town of Amherst or any other community in Western New York.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 7

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 8

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

LOCAL LAW NO. _____-2025

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE FOR RELIEF OF REZONING CONDITIONS IMPOSED IN CONNECTION WITH A REZONING DECISION FOR 330 MAPLE ROAD AND TO AMEND DECLARATION OF RESTRICTIONS AND TO AMEND THE ZONING MAP ACCORDINGLY.

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance for Relief of Rezoning Conditions Imposed in connection with a Rezoning Decision for 330 Maple Road and to Amend Declaration of Restrictions."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application for relief of rezoning conditions imposed in connection with a rezoning decision and to amend declaration of restrictions has been filed and is in proper order. The Town Board further finds that the request including the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map/Relief of Rezoning Conditions.

The Town Board hereby approves application for relief of rezoning conditions imposed in connection with a rezoning decision and to amend declaration of restrictions, subject to any conditions imposed by the authorizing resolution. The adoption of this Local Law eliminates the zoning conditions imposed by the Town Board in connection with the rezoning of the Project Site and imposes the following conditions which shall be subject to an Amended Declaration of Restrictions to be recorded at the Erie County Clerk's Office:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and utility improvements necessary to provide required utility services for the development of the Project Site.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

2. The Declarant shall comply with the requirements imposed by the NYS Department of Environmental Conservation relative to the Brownfield Clean Up Program in connection with the development of the Project Site.

3. No freestanding drive-thru fast food restaurants shall be permitted on the Project Site.

4. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

5. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The property for which this local law applies to consists of a portion of 330 Maple Road, legally described as follows:

PORTION OF 330 MAPLE ROAD:

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 67, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the north line of Maple Road, 1619.43 feet distant easterly from the westerly line of said Lot Number 67; thence northerly at right angles and parallel with the east line of Said Lot Number 67, a distance of 688.00 feet; thence easterly at right angles and parallel with the southerly line of said Lot Number 67 also being parallel with the north line of Maple Road, a distance of 1350.00 feet; thence southerly at right angles and parallel with the east line of said Lot Number 67, a distance of 688.00 feet to the said north line of Maple Road; thence westerly along the northerly line of Maple Road, a distance of 1350.00 feet to the place of beginning, containing 21.3 acres of land, more or less.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 9

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

AMENDED DECLARATION OF RESTRICTIONS

THIS AMENDED DECLARATION OF RESTRICTIONS (“***Amended Declaration***”) is made as of the ___ day of _____, 2025 by **716 SPORTS COMPLEX, LLC**, a limited liability company formed pursuant to the laws of the State of New York, with an address of _____ under facts and circumstances summarized by the following recitals:

WHEREAS, Declarant is the owner of real property consisting of a portion of 330 Maple Road in the Town of Amherst as described in the attached Scheule “1” (the “***Project Site***”);

WHEREAS, during its meeting held on _____ __, 2025, the Town of Amherst Town Board (“***Town Board***”) adopted Resolution Number 2025-____ (“***Resolution***”) for the purpose of granting relief for zoning conditions imposed by the Town Board on June 2, 2008 in connection with the rezoning of 218 and 330 Maple Road from CF to GB and R--3 to MFR-6, subject to conditions as set forth in the Resolution;

WHEREAS, this Amended Declaration has been executed by Declarant for the purpose of modifying and amending the Declaration of Restrictions as it pertain to the Project Site that was recorded at the Erie County Clerk’s Office on June 2, 2008 at Liber 11147 of Deeds at Page 0967.

WHEREAS, the content of this Amended Declaration has been reviewed and approved by the Amherst Town Attorney’s Office and the Town’s Zoning Enforcement Officer.

NOW, THEREFORE, in exchange for good and valuable consideration the sufficiency of which is acknowledged, the Declarant, its successors and assigns, agrees to restrict the future use of the real property described in the attached Schedule “1” as follows:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site (“Conservation Area”). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and utility improvements necessary to provide required utility services for the development of the Project Site.

2. The Declarant shall comply with the requirements imposed by the NYS Department of Environmental Conservation relative to the Brownfield Clean Up Program in connection with the development of the Project Site.

3. No freestanding drive-thru fast food restaurants shall be permitted on the Project Site.

4. No freestanding drlve-tbru pharmacies shall be permitted on the Project Site.

5. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The restrictions being established shall be binding on all parties claiming thereunder and shall run and touch the Project Site except that the recorded restrictions can be changed, modified or eliminated by a majority vote of the Town Board.

IN WITNESS WHEREOF, the parties hereto have the full legal authority to execute this Amended Declaration of Restrictions.

716 SPORTS COMPLEX, LLC

By: _____

Title: _____

Print Name: _____

STATE OF NEW YORK)
ss.:
COUNTY OF ERIE)

On this __ day of _____, 202_, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, that they by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

SCHEDULE 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 67, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the north line of Maple Road, 1619.43 feet distant easterly from the westerly line of said Lot Number 67; thence northerly at right angles and parallel with the east line of Said Lot Number 67, a distance of 688.00 feet; thence easterly at right angles and parallel with the southerly line of said Lot Number 67 also being parallel with the north line of Maple Road, a distance of 1350.00 feet; thence southerly at right angles and parallel with the east line of said Lot Number 67, a distance of 688.00 feet to the said north line of Maple Road; thence westerly along the northerly line of Maple Road, a distance of 1350.00 feet to the place of beginning, containing 21.3 acres of land, more or less.

EXHIBIT 10

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

SP 2021-18
330 Maple Rd.

EARTH DIMENSIONS, INC.
* Soil & Hydrogeologic Investigations * Wetland Delineations
1091 Jamison Road, Elma NY 14059
(716) 655-1717 * Fax (716) 655-2915 www.earthdimensions.com

August 12, 2021 W13J06d

Jeffrey Burroughs, PE
Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, New York 14221

RECEIVED
AUG 13 2021
TOWN OF AMHERST
PLANNING DEPT.

Re: Preliminary Wetland Investigation – 31.5± acres
330 Maple Road (SBL# 55.03-1-10)
Town of Amherst, Erie County, New York

Dear Mr. Burroughs:

Earth Dimensions, Inc. (EDI) has completed a preliminary wetland investigation at the above referenced site for the purpose of identifying potential regulated wetlands and waterways. The site investigation was conducted on August 11, 2021. As depicted on the attached Preliminary Wetlands Map, EDI identified approximately 0.81± acre of wetland as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manuals. We believe the depicted wetlands are not regulated under the currently applicable Navigable Waters Protection Rule although a detailed wetland delineation would need to be completed and submitted to USACE with a request for a Jurisdictional Determination in order to confirm the non-jurisdictional status, should impacts be proposed to these features.

The New York State Department of Environmental Conservation (NYSDEC) On-line Resource Mapper (attached) does not depict any state regulated wetlands within or adjacent to the subject property. NYSDEC, thus, has no jurisdiction over any wetland within the project site.

Based on this site investigation, it is our professional opinion that as long as any proposed development avoids impacts to the depicted wetland, no further action is required in order to move forward with development. If impacts to the depicted wetland are proposed, a detailed wetland delineation is required to be completed and submitted to USACE along with a request for an Approved Jurisdictional Determination.

If you have any questions, please contact our office at (716) 655-1717 or email slivingstone@earthdimensions.com.

Very truly yours,
Earth Dimensions, Inc.

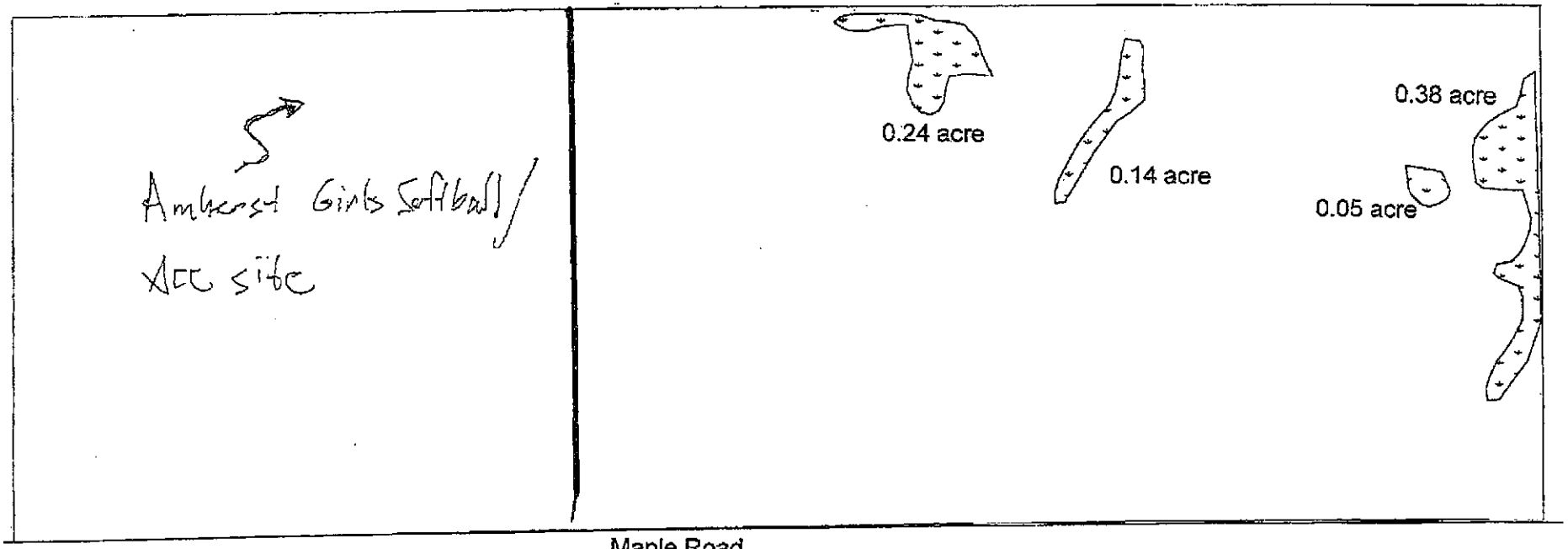
Scott J. Livingstone
Wetlands Operations Manager

Encl.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

W13J06d

300 Maple Road - Amherst, NY

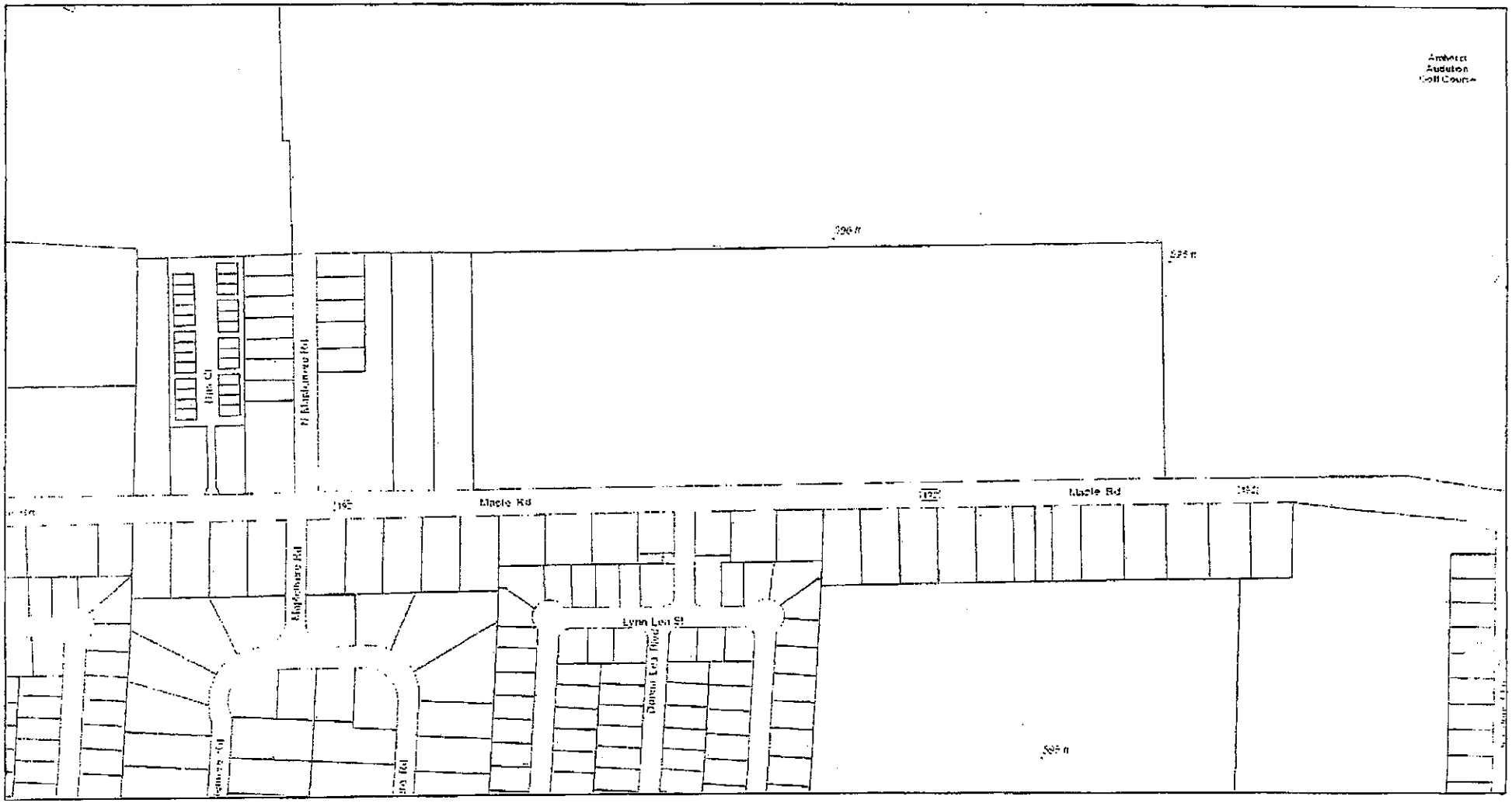


Total Wetland: 0.81 acre

Scale: 0 100' 200'

8/12/2021

Environmental Resource Mapper



August 11, 2021

1:4,514

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

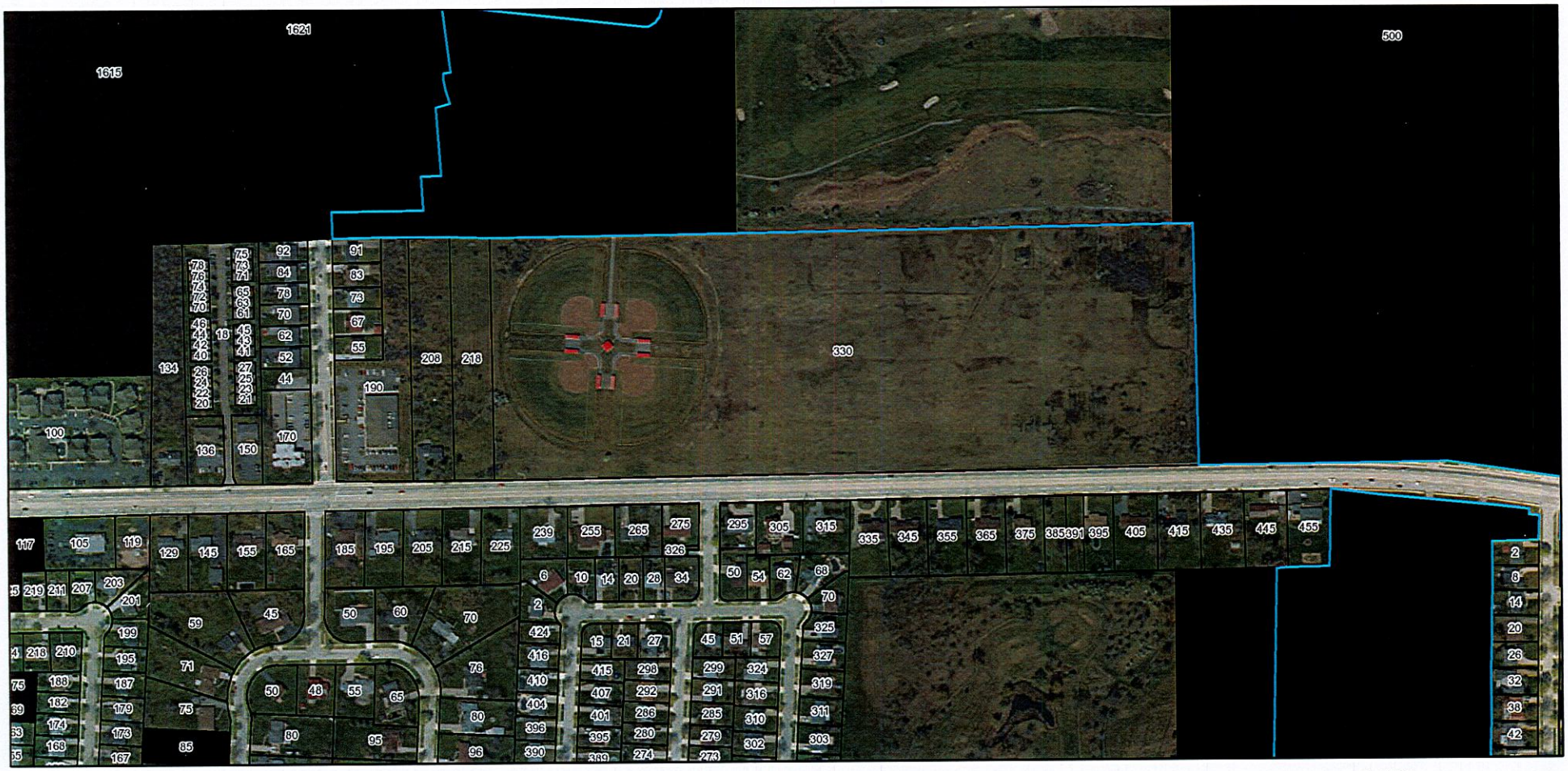
NYS Department of Environmental Conservation
Not a legal document

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 11

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ArcGIS Web Map



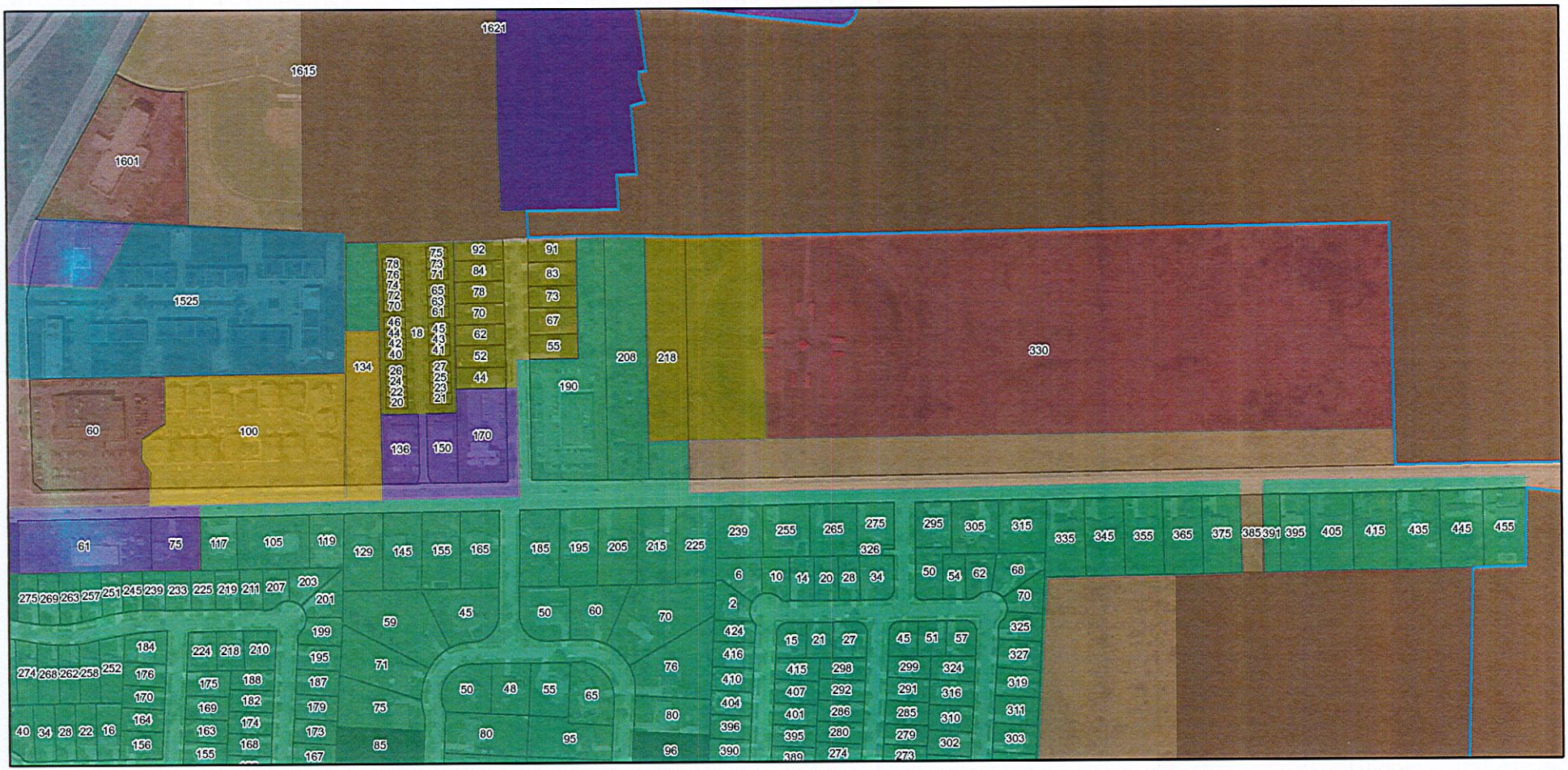
ArcGIS Web AppBuilder

Federal Emergency Management Agency (FEMA) - https://www.fema.gov/node/404233 | Federal Emergency Management Agency (FEMA) - https://www.fema.gov/flood-maps | Erie County Real Property Tax Services

EXHIBIT 12

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ArcGIS Web Map



ArcGIS Web AppBuilder
Federal Emergency Management Agency (FEMA) - https://www.fema.gov/node/404233 | Federal Emergency Management Agency (FEMA) - https://www.fema.gov/flood-maps | Erie County Real Property Tax Services

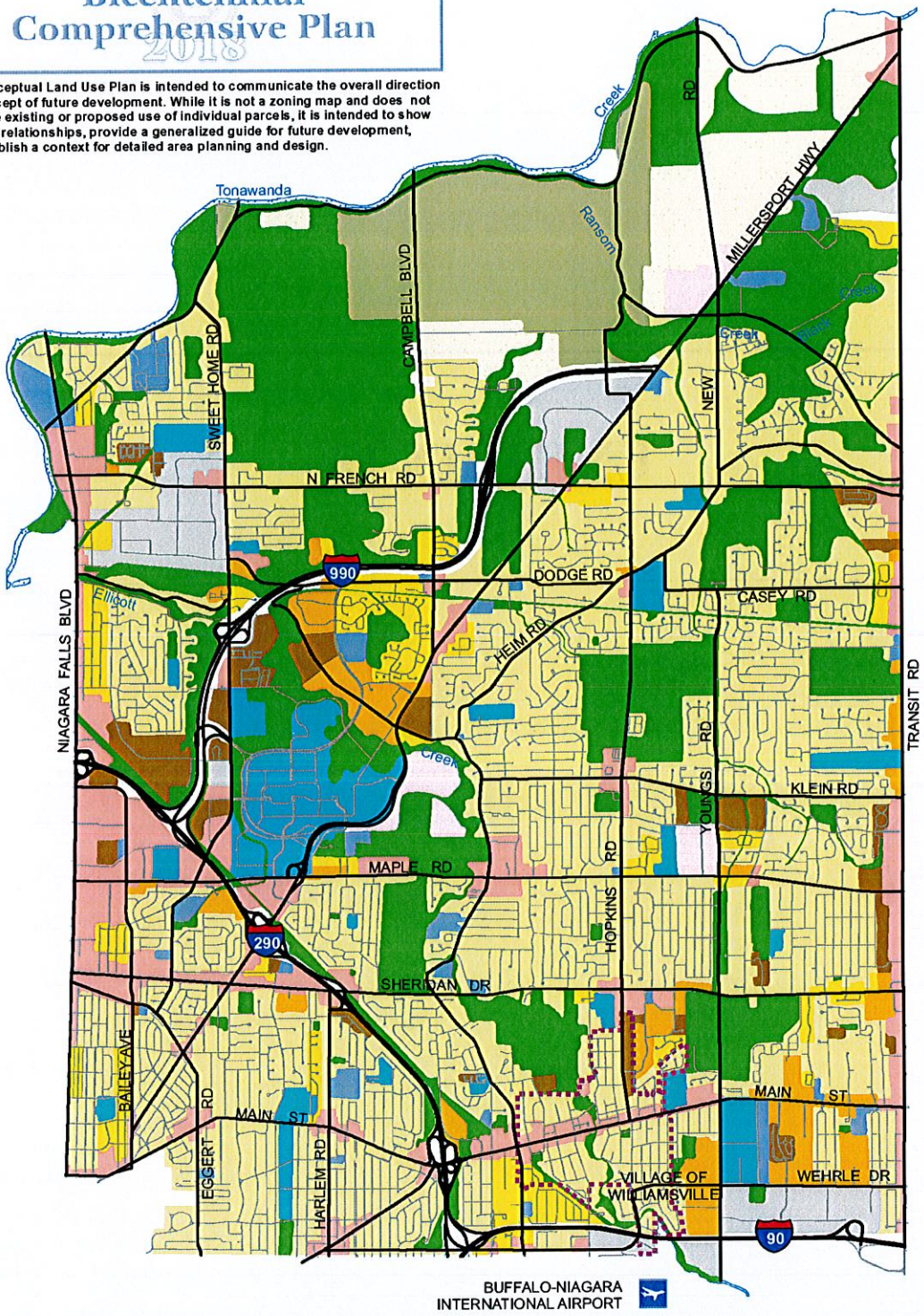
EXHIBIT 13

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Town of Amherst Bicentennial Comprehensive Plan

1818 2018

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.



Conceptual Land Use Plan

- Rural Residential
- Single Family Residential
- Mixed Residential
- Medium Residential
- Commercial / Mixed Use*
- Special Use Center
- Commercial - Office
- Industrial - Office
- Community Facilities
- Educational Campus
- Recreation, Open Space & Greenways
- Agriculture
- Transportation
- Surface Water
- Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

0 0.25 0.5 0.75 1 1.25 Miles

FIGURE 6

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

EXHIBIT 14

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

Ashley Brownson
Deputy Town Clerk

CERTIFICATE OF TOWN CLERK

I, Francina J. Spoth, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2025-849 "716 Sports Complex, LLC" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on September 30, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 2nd day of October, 2025.

Francina J. Spoth
Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 2nd day of October, 2025

Notary Public

TIMOTHY J. KOLLER
No. 01KO6263885
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/11/20 28

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30969 **RESOLUTION 2025-849** **ADOPTED**

716 Sports Complex, LLC

Suspension to Town Board Agenda of September 30, 2025

TO: The Honorable Town Board

FROM: Brian J. Kulpa, Town Supervisor

DATE: September 30, 2025

RE: 716 Sports Complex, LLC

Please authorize the Supervisor to sign an authorization letter for the purpose of allowing 716 Sports Complex, LLC and/or its consultants to file land use applications for the purpose of a proposed project to be developed on land owned by the Town of Amherst consisting of a portion of 330 Maple Road (SBL 55.03-1-10).

9/30/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

n/a

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala
ABSENT:	Marinucci

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Part 1 of Full EAF with Attachments A and B - Date: October 1, 2025 *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: 716 Sports Complex and Hotel		
Project Location (describe, and attach a general location map): Portion of 330 Maple Road [SBL No. 55.03-1-10]		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of two (2) indoor dome sports complexes, each 275 ft x 500 ft totalling 275,000 sf, a 2-story, 50,000 sf commerical/retail building and a 75,000 sf five (5) story hotel. Development includes associated parking, internal roadways, pedestrian walkways, lighting, landscaping, and utility infrastructure. The action has been defined broadly to include all proposed site improvements and all required discretionary approvals and permits needed from municipal boards of the Town of Amherst and involved agencies. The proposed action is a Type I action pursuant to SEQRA and as such the Project Sponsor is requesting that the Town of Amherst conduct a coordinated environmental review pursuant to SEQRA.		
Name of Applicant/Sponsor: 716 Sports Complex, LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 35 California Drive, Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Amherst	Telephone: E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221

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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	Application for Relief of Zoning Conditions	October 2, 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	October 2025
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Area Variances	October 2025
d. Other local agencies ☑Yes ☐No	IDA - PILOT	To be Determined
e. County agencies ☑Yes ☐No	ECDPW - Highway Work Permit	To be Determined
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC - SPDES and DSCA	October 2025
h. Federal agencies ☐Yes ☑No		

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):

Remediaton Sites:C915207, 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?
A 100-foot width of property frontage along Maple Road is zoned Recreation Conservation District (RC), while the remainder of the property is General Business (GB).

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? _____

C.4. Existing community services.

a. In what school district is the project site located? Amherst Central School District

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?
Volunteer Fire Department

d. What parks serve the project site?
There are various parks that are accessible from the project site.

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)? Sports complex, retail space and hotel

b. a. Total acreage of the site of the proposed action? 21.3 acres
b. Total acreage to be physically disturbed? 19.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 21.3 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)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 2
- Anticipated commencement date of phase 1 (including demolition) March month 2026 year
- Anticipated completion date of final phase Sep month 2027 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Phase 1 includes the domes and commercial buildings, scheduled to be substantially complete by May of 2027. The hotel will be developed in Phase 2 and constructed by the hotel developer under a separate project schedule, unknown at this time.

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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				
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 4
ii. Dimensions (in feet) of largest proposed structure: 100' height; 275' width; and 500' length
iii. Approximate extent of building space to be heated or cooled: 400,000 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: Stormwater management
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑Other specify: Runoff from impervious surfaces
iii. If other than water, identify the type of impounded/contained liquids and their source.
Not Applicable
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: .57 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): USACE Non-Jurisdictional wetlands mapped by Earth Dimensions, Inc. dated August 12, 2021

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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: 44750 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: Erie County Water Authority
- 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:
- Source(s) of supply for the district:

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: 44750 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 wastewater

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 Sewer Treatment Plant
- Name of district: Town of Amherst Consolidated Sewer District
- 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: _____

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 15.3 acres (impervious surface)

_____ Square feet or 21.3 acres (parcel size)

ii. Describe types of new point sources. _____

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)?

Directed to on-site stormwater management facility for treatment and detention then directed to existing off-site underground municial stormwater main on Maple Road.

- 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): 0

iii. Parking spaces: Existing 0 Proposed 500 Net increase/decrease +500

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:
New full movement driveway on Maple Road

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:
TBD

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
Local grid

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: 7:00 to 5:00
- Saturday: As needed
- Sunday: Not Applicable
- Holidays: Not Applicable

ii. During Operations:
- Monday - Friday: 7:00 to 10:00
- Saturday: 7:00 to 10:00
- Sunday: 7:00 to 10:00
- Holidays: TBD

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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:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

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:

Dark sky compliant lighting that complies with the requirements contained in the Zoning Code.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

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: TBD tons per TBD (unit of time)
- Operation : TBD tons per TBD (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: TBD. Recycle Materials to the greatest extent possible
- Operation: TBD

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: TBD
- 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): Athletic fields and golf course

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	15.3	+15.3
• Forested	1.7	0	-1.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	19.6	6	-13.6
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	21.3	21.3	0

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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): C915207
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
The contamination on the Project Site has previously been remediated per the NYSDEC BCP Program requirements. A copy of the Certificate of Completion issued by the NYSDEC on May 7, 2012 is provided at Attachment "A".

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): C915207, C915291

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? 8 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:

Od - Odessa silt loam (D)	79.0 %
SaA - Schoharie silt loam (D)	21.0 %
	%

d. What is the average depth to the water table on the project site? Average: 1.75 feet

e. Drainage status of project site soils:

☐ Well Drained:	0 % of site
☐ Moderately Well Drained:	0 % of site
☑ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	0 % of site
☐ 15% or greater:	0 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name 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: _____

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:
Typical 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:

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:

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

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.

A copy of the No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Preservation on September 24, 2025 is provided at Attachment "B".

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 716 Sport Complex, LLC Date October 1, 2025

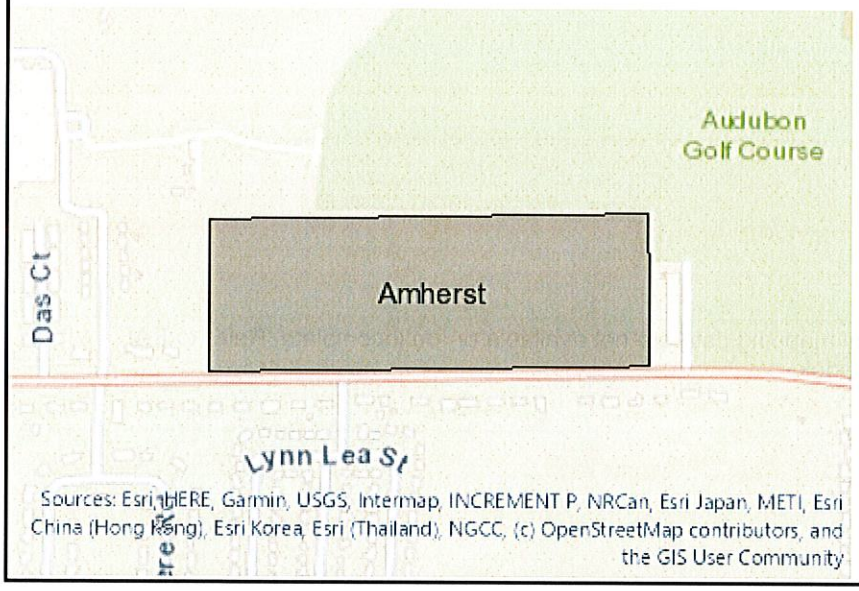
Signature _____ Title Project Engineer

PRINT FORM

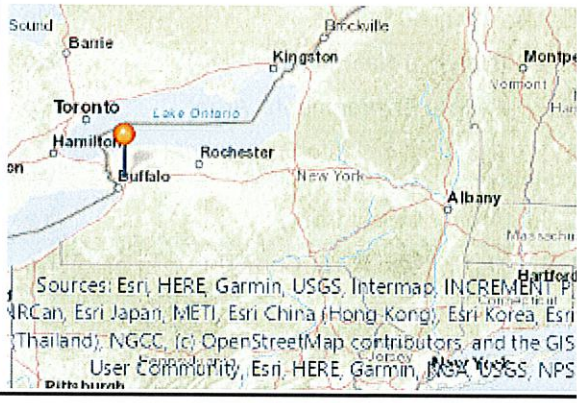
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EAF Mapper Summary Report

Tuesday, September 30, 2025 3:45 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]	Remediaton Sites:C915207, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915207
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915207, C915291
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 - Wetlands Name]	Federal Waters

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
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-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ATTACHMENT 1 OF PART 1 OF FULL EAF

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

NYSDEC BROWNFIELD CLEANUP PROGRAM (BCP)

CERTIFICATE OF COMPLETION

CERTIFICATE HOLDER(S):

Name	Address
BUFFALO-MAPLE ROAD, LLC AND MAPLE ROAD LODGING, LLC	570 Delaware Avenue, Buffalo, NY 14202

BROWNFIELD CLEANUP AGREEMENT:

Application Approval: 8/26/12 **Agreement Execution:** 9/22/06 **Agreement Index No.:** B9-0724-06-07

Application Approval Amendment: 5/9/07 **Agreement Execution Amendment:** 6/18/07

SITE INFORMATION

Site No.: C915207 **Site Name:** 330 Maple Road Site
Site Owner: Buffalo-Maple Road, LLC
Street Address: 330 Maple Road
Municipality: Williamsville **County:** Erie **DEC Region:** 9
Site Size: 26.000 Acres
Tax Map Identification Number(s): Portion of 55.03-1-10
Percentage of site located in an EnZone: 0 - 49 %

A description of the property subject to this Certificate is attached as Exhibit A and a site survey is attached as Exhibit B.

CERTIFICATE ISSUANCE

This Certificate of Completion, hereinafter referred to as the "Certificate," is issued pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law ("ECL").

This Certificate has been issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the Brownfield Site Cleanup Agreement, as well as any other relevant information regarding the Site, that the applicable remediation requirements set forth in the ECL have been or will be achieved in accordance with the time frames, if any, established in the remedial work plan.

The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements):

Allowable Uses under the BCP: Residential, Restricted-Residential, Commercial, and Industrial
Cleanup Track: Track 2: Restricted use with generic soil cleanup objectives

Tax Credit Provisions for Entities Taxable Under Article 9, 9-A, 32, and 33:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 12 %.
Tangible Property Credit Component Rate is 12 %.

Tax Credit Provisions for Entities Taxable Under Article 22 & S Corporations:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 10 %.
Tangible Property Credit Component Rate is 10 %.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

LIABILITY LIMITATION

Upon issuance of this Certificate of Completion, and subject to the terms and conditions set forth herein, the Certificate holder(s) shall be entitled to the liability limitation provided in ECL Section 27-1421. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in ECL Section 27-1421. The liability limitation shall be subject to all rights reserved to the State by ECL Section 27-1421.2 and any other applicable provision of law.

CERTIFICATE TRANSFERABILITY

This Certificate may be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by ECL Section 27-1419.5 and 6NYCRR Part 375-1.9.

CERTIFICATE MODIFICATION/REVOCATION

This Certificate of Completion may be modified or revoked by the Commissioner following notice and an opportunity for a hearing in accordance with ECL Section 27-1419 and 6NYCRR Part 375-1.9(e) upon a finding that:

(1) either the Applicant or the Applicant's successors or assigns have failed to comply with the terms and conditions of the Brownfield Site Cleanup Agreement;

(2) the Applicant made a misrepresentation of a material fact tending to demonstrate that it was qualified as a Volunteer;

(3) either the Applicant or the Applicant's successors or assigns made a misrepresentation of a material fact tending to demonstrate that the cleanup levels identified in the Brownfield Site Cleanup Agreement were reached;

(4) there is good cause for such modification or revocation;

(5) either the Applicant or the Applicant's successors or assigns failed to manage the controls or monitoring in full compliance with the terms of the remedial program;

(6) the terms and conditions of the environmental easement have been intentionally violated or found to be not protective or enforceable.

The Certificate holder(s) (including its successors or assigns) shall have thirty (30) days within which to cure any deficiency or to seek a hearing. If the deficiency is not cured or a request for a hearing received within such 30-day period, the Certificate shall be deemed modified or vacated on the 31st day after the Department's notice.

Joseph J. Martens
Commissioner
New York State Department of Environmental Conservation

By: _____ Date: May 7, 2012
Robert W. Schick, P.E., Acting Director
Division of Environmental Remediation

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

ATTACHMENT 2 OF PART 1 OF FULL EAF

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

September 24, 2025

Joseph Bognanno
300 State Street
Rochester, NY 14614

Re: DEC
716 Sports
Town of Amherst, Erie County, NY
25PR08945

Dear Joseph Bognanno:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Sydney Snyder at the following email address:

Sydney.Snyder@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Agency Use Only [If applicable]

Project : 330 Maple Road

Date : November 10, 2025

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)

☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: None identified		☑	☐

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☑
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

l. Other impacts: None Identified		☑	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source:	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts:		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

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g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☐ NO ☑ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: SHPO No Impact Determination Letter dated September 24, 2025	E3g	☑	☐

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d. Other impacts: None Identified		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts:		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts:		☐	☐

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13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☑
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☑
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: None Identified		☑	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☑
e. Other Impacts: None Identified		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

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d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☑
f. Other impacts: None Identified		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts:			

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☐ NO ☑ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☑	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☑	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☑	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☑	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☑
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☑	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☑	☐
h. Other: None Identified		☑	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☐ NO ☑ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☑	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☑	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☑	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☑	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☑
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☑	☐
g. Other impacts: None Identified		☐	☐

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Agency Use Only [IfApp]
Project : Z-2017-03_A
Date : November 10, 2025

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attachment A.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

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Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Attachment A..

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Amherst Town Board as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Sports Complex Project

Name of Lead Agency: Town of Amherst Town Board

Name of Responsible Officer in Lead Agency: Brian J. Kulpa

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Daniel C. Howard Date: 11/5/25

For Further Information:

Contact Person: Daniel C. Howard, Planning Director

Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, NY 14221

Telephone Number: 716-631-7051

E-mail: dhoward@amherst.ny.us

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

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Attachment A of Part 3 of Full Environmental Assessment Form (FEAF)

PROJECT DESCRIPTION:

The petitioner is requesting restrictions imposed as a condition of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from Community Facilities District ("CF") to General Business District ("GB") (Z-2007-03) be amended to allow for the potential future use of the site as a sports complex. The sports complex is proposed to be constructed on a property that was formerly the Buffalo Gun Club and is zoned GB and Recreation Conservation District ("RC") (hereinafter the "Project Site"). The Project Site consists of a 21.3± acre rectangular shaped parcel that is a portion of 330 Maple Road with 1,350± feet of frontage at a depth of 633.27± feet. The site is located on the north side of Maple Road 1,085± feet east of North Maplemere Road, 3,250± feet west of North Forest Road and to the northeast of the intersection of Donna Lea Boulevard and Maple Road.

The sports complex consists of 400,000 ± sq. ft. of space comprised of two domed indoor sports venues that would be 137,500 sq. ft. each and 85 feet in height and a 2-story 50,000 sq. ft. commercial/retail building that connects the two domes (collectively the "Project"). The Project also includes on-site parking, internal access aisles, a proposed signalized driveway and a gated emergency access only driveway onto Maple Road, pedestrian walkways, lighting, landscaping, and utility infrastructure including a stormwater management system that will comply with stringent stormwater quality and quantity standards for a project that will result in greater than one (1) acre of disturbance. The action has been defined broadly to include all proposed site improvements as described above as well as all required discretionary approvals and permits needed from municipal boards of the Town of Amherst and involved agencies.

The original project concept included a 5-story hotel that has been removed from the project layout. The potential future hotel is not part of the environmental review of this Project and will require a separate environmental review pursuant to SEQR in the future if proposed, as well as the required approvals from the Town's municipal boards and the approvals and permits required from involved agencies. Given that the potential future hotel is speculative at this time and the acknowledgement above that the potential future hotel will require a separate environmental review pursuant to SEQR in the future, the Town Board's environmental review of the Project does not constitute segmentation which is defined in the SEQR Regulations as the improper practice of dividing a single, larger project into smaller, independent parts to avoid a comprehensive environmental review.

The petitioner is requesting restrictions imposed as a condition of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from Community Facilities District ("CF") to General Business District ("GB") (Z-2007-03) be amended to allow for the potential future use of the site as a sports complex. The sports complex will contain 400,000 ± sq. ft. of space comprised of two domed indoor sports venues that would be 137,500 sq. ft. each and 85 ft. in height, and a 2 story 50,000 sq. ft. commercial/retail building that connects the two domes. The Petitioner is seeking amendment of the original restrictions of rezoning approval imposed by the Town Board on June 2, 2008 that were as follows:

1. The creation of a 4.5-acre conservation project area, 101 feet in depth, fronting Maple Road on property described in Schedule "B".

2. The Brownfield Cleanup Program will be instituted in a manner that results in the project site being cleaned to New York State Department of Environmental Conservation residential standards.

3. No single retail user shall be greater than 50,000 square feet in size.

4. A maximum building height limitation of 50 feet for any structure.

5. No freestanding drive-thru fast-food restaurants.

6. No freestanding drive-thru pharmacies.

7. Petitioners, their successors and assigns agree to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The petitioner has proposed the following four (4) amended restrictions that require approval of the Town Board:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site including but not limited to signage for the Project and green stormwater management improvements.

2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.

3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The Planning Board at their meeting of October 16, 2025 held a public hearing on the request to amend the restrictions previously imposed as part of a rezoning approval. The Planning Board unanimously recommended that the request to amend of the original restrictions of rezoning approval be approved by the Town Board. The findings of the Planning Board in support of its unanimous favorable recommendation were as follows:

A. The proposed request for relief of zoning conditions is generally consistent with the

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policies of the Comprehensive Plan, and the Town's Conceptual Land Use Plan (Figure 6) that recommends a Commercial/ Mixed-Use designation as the subject location.

B. There may be adequate services and utilities available or proposed to be made available for the request for relief of zoning conditions to allow for the proposed construction of the development. Further information is necessary to determine the adequacy of existing infrastructure.

C. The proposal for relief of zoning conditions as represented in the concept plan is a permitted use under the present zoning district and conforms to the uses of adjacent properties. The concept plan represents proposed buildings that do not meet the dimensional standards of the zoning ordinance for the height allowed in the existing zoning district.

D. The subject property is suitable for the use which relief of conditions are being sought.

E. The proposed relief of conditions may tend to improve the balance of uses, or may meet a specific demand in the Town and the Western New York area.

The Planning Board recommended one (1) condition in connection with its recommendation to the Town Board stating as follows: "That the proposed development makes every effort to reduce the building heights and locate the structures as far north from the Maple Road right-of-way as possible."

The Project has been classified as a Type I action pursuant to 6 NYCRR Part 617 of the State Environmental Quality Review Act ("SEQR") and Town Code Chapter 104, as amended, and the Project has been the subject of a coordinated environmental review pursuant to SEQR.

On October 3, 2025, the Planning Department issued a lead agency solicitation letter on behalf of the Town Board to various involved and interested agencies including the New York State Department of Environmental Conservation ("NYSDEC"), the New York State Department of Transportation ("NYSDOT"), the Erie County Department of Public Works ("ECDPW"), the Erie County Department of Environment and Planning ("ECDEP"), and the Williamsville Central School District ("WCSD"),. During its meeting held on October 15, 2025, the Zoning Board of Appeals adopted a resolution concurring that the Town Board should be the lead agency for the coordinated environmental review of the Project. The thirty (30) day comment period for involved agencies to object to the Town Board's request to be the designated lead agency expired on November 3, 2025. None of the involved agencies objected to the Town Board's request to be the designated lead agency for purposes of the coordinated environmental review of the Project.

Within Part 2 of the Full Environmental Assessment Form, the Town Board, acting in its capacity as the designated lead agency, with the assistance of the Planning Department, has determined that certain categories of identified adverse environmental impacts will result in moderate to large impacts. Below is a summary of the evaluation of the relevant identified adverse environmental impacts determined to be moderate to large within Part 2 of the Full Environmental Assessment Form.

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1. **Impact on Surface Water:**

Question 3d: The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.

Response: On October 17, 2025, the NYSDEC issued a letter in response to the letter from Alex Molik to the NYSDEC dated October 7, 2025 requesting that the Project Site be exempt from the NYSDEC wetland regulations that went into effect on January 1, 2025. The letter from the NYSDEC dated October 17, 2025 stated as follows:

> "This letter is in response to the request you submitted on behalf of 716 Sports Complex LLC for a determination on whether this proposed project is eligible for the transition period outlined in the amended Part 664 wetland regulations, specifically 6 NYCRR 664.1(d). After consultation with regional and Central Office DEC staff in both the Division of Environmental Permits and Bureau of Ecosystem Health, DEC has determined that this project is not eligible for the transition period outlined in 6 NYCRR 664.1(d) based on the State Environmental Quality Review (SEQR) review done for a previous and different project at this site.
>
> The transition period in the regulation provides for situations where a project sponsor is proceeding with the project based on approvals in place. The SEQR documentation provided is not applicable to the new proposed sports fieldhouse project. In this case, the proposed project is still being reviewed under SEQR and no local approvals have been issued for this specific project. Therefore, the project sponsor should expect to conform to the current regulations.
>
> If the wetland delineation report has not yet been submitted for review and boundary verification, please submit it as soon as possible so that the review can be expedited to the extent possible."

On September 25, 2025, Alex Molik of LaBella Associates submitted a Jurisdictional Determination Request with supporting documentation the Wetland Delineation Report prepared by LaBella Associates dated September 25, 2025 to the NYSDEC.

The Wetland Delineation Report was prepared for the purpose of obtaining concurrence from the United States Army Corps of Engineers ("USACE") – Buffalo District and the NYSDEC on jurisdictional wetland and stream boundaries within the Study Area in support of the proposed Project. Specific tasks performed by LaBella as described within the Wetland Delineation Report included a field delineation of aquatic resources within the Study Area, which may include Federal Waters of the United States ("WOTUS") encompassing wetlands and streams, New York State Article 24 Freshwater Wetlands (State wetlands), and Article 15 State-classified Streams, a survey of wetland/stream boundaries, and a detailed description of the delineated waters based on hydrology, vegetation, and soils information collected in the field. The Wetland Delineation Report

describes the results of the delineation and data collection efforts performed by LaBella Associates and provides a description of the wetlands and streams that were delineated.

The USACE has jurisdiction of WOTUS under section 404 of the Clean Water Act (CWA) (40 Code of Federal Regulations [CFR] 230 and 33 CFR 328) (CFR, 2023). The USACE also has jurisdiction over traditionally navigable WOTUS under Section 10 of the Rivers and Harbors Act (33 CFR 323; Section 10 Rivers and Harbors Act [33 United States Code] 403).

The Freshwater Wetlands Act (FWA) (Article 24 and Title 23 of Article 71 of the Environmental Conservation Law [ECL]) gives the NYSDEC jurisdiction over wetlands along with a 100-foot regulated Adjacent Area that meet certain criteria (6 NYCRR Part 664). The NYSDEC freshwater wetland regulations changed on January 1, 2025, and include new criteria in which a wetland may come under the jurisdiction of NYSDEC. State regulated wetlands include all wetlands 12.4 acres in size or larger, or smaller wetlands if the wetland meets one of 11 criteria to be considered a wetland of unusual importance. Informational mapping that shows previously mapped NYSDEC wetlands and other potential wetland areas is provided by NYSDEC. Wetlands on any given site are required to obtain a Jurisdictional Determination review by NYSDEC to determine State jurisdiction under Article 24 of the FWA.

Under Article 15 of the ECL (Protection of Waters), the NYSDEC has jurisdiction over any activity that disturbs the bed or banks of protected streams or navigable waters. A protected stream is any stream, or particular portion of a stream, that has been assigned by the NYSDEC any of the following classifications or standards: AA, AA(t), A, A(t), A(ts), B, B(t), B(ts), C(t), or C(ts) (608.2 (aa) and NYCRR and 6 NYCRR Part 701). Additional NYSDEC stream classifications include C and D.

LaBella field staff delineated two palustrine emergent (PEM) wetlands on the Project Site area with sizes of 3.34 and 0.07 acres that it believes will be regulated by the NYSDEC as follows:

Wetland Identification #	Geographic Center (WGS84)		Boundary Flag #	Total Acreage On-site	Wetland Type (Cowardin)	Wetland Type (Reschke)	Opinion: NYSDEC Regulated or Not NYSDEC Regulated?
	Latitude	Longitude					
Wetland 1	42.9920019	-78.7768650	W1-1 through W1-37	3.34±	PEM	Shallow Emergent Marsh	Regulated
Wetland 2	42.9928812	-78.7722304	W2-1 through W2-8	0.07±	PEM	Shallow Emergent Marsh	Regulated

It is the professional opinion of LaBella Associates that Wetlands 1 and 2 are isolated and potentially non-jurisdictional and not regulated under Section 404 of the Clean Water Act due to lack of a connection to traditional navigable water.

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Sections 5.2.1 and 5.2.2 of the Wetland Delineation Report describes the two wetlands areas and Section 5.3 of the Wetland Delineation Report describes an on-site ditch that in the professional opinion of LaBella Associates is not subject to the jurisdiction of either the NYSDEC or the USACE.

The Project will result in permanent impacts to the 3.41 acres of wetlands on the Project Site that are likely subject to the jurisdiction of the NYSDEC as well as the regulated 100 ft. Adjacent Areas of these wetlands. The on-site wetlands did not historically exist on the Project Site. Photographs of the two wetlands are provided in Appendix 3 of the Wetland Delineation Report that demonstrate that the two wetlands possess the characteristics of typical smaller wetlands within developed areas of the Town that became subject to jurisdiction of the NYSDEC as of January 1, 2025. The wetland related documentation provided to the Town Board, acting in its capacity as the lead agency, provides it with information enabling it to take a hard look at potential wetland impacts and to conclude that the Project will not result in any potentially significant adverse wetland impacts.

Based on its review of the extensive wetland documentation, the Town Board has determined that the Project will not result in any potentially significant wetland impacts. The petitioner will be required to obtain a permit from the NYSDEC prior to impacting the two (2) on-site wetlands and their regulated 100 ft. Adjacent Areas and mitigation that is determined to be acceptable to the NYSDEC will need to be provided. If the wetland permit required from the NYSDEC is not issued, the petitioner will be required to modify the project layout by scaling back the scope of the Project in order to reduce the proposed permanent impacts to wetlands on the Project Site.

10. Impact on Historic and Archeological Resources:

Question 10c: The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory.

Response: On September 24, 2025, R. Daniel Mackay of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) issued a letter stating as follows:

> "We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.
>
> Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project."

The letter issued by SHPO dated September 24, 2025 provides the Town Board with documentation confirming the Project will not result in any adverse impacts to archaeological and/or historic resources.

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13. Impact on Transportation:

Question 13a: Projected traffic increase may exceed capacity of existing road network.

Response: Starke W. Hipp, P.E., of LaBella Associates, prepared a Traffic Engineer Due Diligence Traffic Report ("TIS") dated October 3, 2025 for the purpose of evaluating the potential traffic impacts associated with the Project. The Project Site is located on Maple Road, which is an Erie County Highway subject to the jurisdiction of Erie County

Section 1 of the TIS consists of a description of the Project. Section 2 of the TIS titled "Existing Conditions" consists of a description of the study area roadways and intersections. The three (3) roadways in the study area for the TIS are described on Page 2 of the TIS as follows:

1. "Maple Road is classified as a Principal Arterial – Other (no control of access) roadway and is under the jurisdiction of the Erie Country Department of Public Works. The roadway runs primarily east-west through the Town of Amherst. In the vicinity of the subject site, Maple Road provides one 11-foot-wide travel lane and one 14-foot-wide travel in each direction, with a 15-foot-wide two-way left-turn lane, and sidewalks are located on both sides of the roadway. There is no shoulder near the subject site. The posted speed limit is 45-mph."

2. NYS Route 263 (a.k.a. Millersport Highway) is classified as a Principal Arterial – Other (no control of access) roadway and is under the jurisdiction of the New York State Department of Transportation (NYSDOT). The roadway runs primarily north-south through the Town of Amherst and is also known as Millersport Highway. In the vicinity of the subject site, Millersport Highway provides two 12-foot-wide travel lanes in both directions, with a landscaped split median that varies in width. There are no sidewalks along this roadway. The posted speed limit is 45-mph.

3. North Maplemere Road is classified as an Urban Local roadway and is under the jurisdiction of the Town of Amherst. The roadway runs north-south from Maple Road to Millersport Highway. In the vicinity of the subject site, North Maplemere Road provides a 32-foot-wide cross-section with travel lanes in both directions. It should be noted that the roadway narrows to a 20-foot-wide cross-section approximately 700-feet from the intersection of Maple Road and North Maplemere Road. Sidewalks are located on both sides of the roadway. The posted speed limit is 30-mph."

The six (6) intersections in the study area are described in Section 2 of the TIS. LaBella collected turning movement counts ("TMCs") at the study intersections on Thursday, September 11, 2025, and Saturday, September 13, 2025. The counts were conducted during the typical PM and Saturday MD (mid-day) peak periods of 4:00 p.m. to 7:00 p.m. and 11:00 a.m. to 2:00 p.m.

Section 3 of the TIS provides detailed analysis of the potential traffic impacts of the Project and includes an evaluation of No Build Traffic Volumes. Traffic forecasting was performed by LaBella Associates of the No-Build Traffic Volumes with a conservative 1.50% annual growth rate that was applied to the Existing 2025 traffic volumes and compounded over a three 3-year period. The resulting 2028 No-Build traffic volumes are shown in Figure 2 of the TIS for the AM, MD and PM peak hours. The No-Build volumes represent the forecasted traffic volumes for 2028 without the proposed Project.

Section 3 of the TIS also includes a Trip Generation analysis. The Trip Generation Analysis estimates the number of vehicular trips expected to enter and exit a site as a result of a proposed development. The Institute of Transportation Engineers' ("ITE") Trip Generation Manual, 12th Edition, is the industry-standard resource used for estimating trip generation for proposed land uses based on data collected of similar uses. However, due to the limited data for the potential uses of the Project Site, LaBella Associates determined that an evaluation of a worst case scenario was more appropriate. Using best engineering practices and knowledge of operations, a starting trip generation value was determined. Based on the number of parking spaces and the potential events the site could host; it was determined that 700 trips could enter or exit within the peak hour. This scenario is unlikely and would only happen during special events. In order to view network conditions for this scenario, two scenarios were presented; a scenario where all 700 trips were entering during the peak hours, and a scenario where all 700 trips were exiting during the peak hours.

As described in the Trip Distribution analysis contained in Section 3 of the TIS, LaBella Associates determined that the majority of trips (65%) will come from the west via Maple Road. Those trips (65%) were distributed along key roadways that intersect Maple Road such as NYS Route 263 (Millersport Highway) and Flint Road. The remaining 35% of the trips were projected to come from the east via Maple Road. These trip distributions are shown in Figure 3 of the TIS. The resulting project generated trips are shown on Figure 4 of the TIS for both the PM and SAT Peak Hours.

As described in Section 3 of the TIS, LaBella Associates conducted a capacity analysis of the intersections in the study area. Capacity analysis relates traffic volumes to the physical characteristics of an intersection. Intersection evaluations were performed by LaBella Associates using the procedures contained in the Highway Capacity Manual ("HCM"), 7th Edition. Table 6 of the TIS summarizes the results of the Level of Service calculations for the Existing and No-Build conditions during the weekday PM and Saturday Midday peak hours.

As shown in Table 6 of the TIS, which summarizes the capacity analysis performed by LaBella Associates, the majority of the study area intersections are projected to operate at an overall Level of Service of C or better during the study peak travel hours. Similarly, the individual movements at the intesections are projected to operate at a Level of Service D or better. These are acceptable Levels of Service in an urban environment such as the study area. It should be noted that the North Maplemere Road/Coventry Road and Millersport Highway intersection does exhibit operational constraints on the mainline turning movements as well as the side street approaches. This is due to the prioritization of the mainline through movements that results from the majority of green time for each cycle length being allocated to those movements. Tables 7 and 8 of the TIS summarizes

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the results of the Level of Service calculations for the No-Build conditions and the Build conditions, which consider scenarios where 700 trips were applied to the entering and exiting movements. Descriptions of the Levels of Service at each of the intersections in the study area provided in Section 3 of the TIS. The LOS summary of Maple Road and the NYS Route 263 Northbound Ramps contained in Section 4 of the TIS was as follows:

> "The level of service analysis indicates that the intersection currently operates at an overall LOS D or better during the weekday PM and Saturday Midday peak hours and it will continue to do so in the No-Build condition. In the arrival Build scenario, there will be constraints on the northbound NYS Route 263 Northbound Ramp approach. This is due to the expected increase of 280 vehicles on the right-turn movement. This is a constraint that should be mitigated such that queuing back onto NYS Route 263 is addressed. Potential mitigation measures include permanent signal timing adjustments or temporary traffic control measures to ensure clearance of queues along the approach during these peak scenarios. It should be noted that improvements to the signal timing and potentially the signal infrastructure could fall under the review and approval of the NYSDOT given its jurisdiction of NYS Route 263."

Consistent with the above, the petitioner will be required to coordinate with NYSDOT regarding potential traffic related improvements at this intersection to ensure the Project does not result in potentially significant traffic impacts.

Based on the results of the traffic analysis for the Project, the following conclusions of LaBella Associates are included in Section 5 of the TIS:

- The proposed project generally consists of an athletic community center comprised of two 125,000 square-foot sports domes that will house a full-size turf football/lacrosse/soccer field, a 200 meter long 6-lane banked track, and six basketball/volleyball/pickleball courts. A two-story, 50,000-square-foot building will connect the two sports domes, and it will be comprised of a 25,000-square-foot fitness center, a 20,000-square-foot core lobby (Locker Room/Restroom), and a 5,000-square-foot space for member amenities (Restaurant/Snack Bar). Lastly, a five-story 150-room hotel will be located on the site to support the proposed development (As mentioned previously, the potential future hotel has been removed from the project layout, which will reduce the magnitude of the potential traffic impacts of the Project as evaluated in the TIS). The project will be supported by +/- 500 parking spaces. Access to the site will be provided via a full-movement driveway on Maple Road. The analysis herein considers the proposed driveway operating under signal control.

- LaBella collected turning movement counts ("TMCs") at the study intersections on Thursday, September 11, 2025, and Saturday, September 13, 2025. The counts were conducted during the typical PM and Saturday Midday peak periods from 4:00 p.m. to 7:00 p.m. and 11:00 a.m. to 2:00 p.m. It should be noted that the University of Buffalo football team had an away game during the Saturday count period. This was done intentionally to avoid capturing abnormal traffic patterns that result from home games. Based on these counts, the observed network peak hours were 4:30 p.m. to 5:30 p.m. during the weekday PM peak period and 12:15 p.m. to 1:15 p.m. during the weekend Midday peak period.

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- To evaluate the impact of the proposed project, traffic projections were prepared for the design year of 2028. It should be noted that this design year was selected to provide a conservative analysis as it is expected that the project will be completed and occupied sooner than 2028. LaBella Associates reviewed the Pending Development Project page on the Town of Amherst website and determined that there are no projects that will have an effect on the study intersections. In addition, historical traffic volume data from the NYSDOT Traffic Viewer was also reviewed. To provide a conservative analysis, a 1.50% annual growth rate was applied to the Existing 2025 traffic volumes and compounded over a three-year period.

- The level of service analysis indicates that the majority of the study intersections will operate at levels of service commensurate to the No-Build condition. The intersection of Maple Road and the NYS Route 263 NB Ramp – northbound approach to the intersection will experience delay during the weekday PM peak hour Build condition. Improvements at this intersection could consist of signal timing adjustments. It is recommended that the Maple Road/Site Driveway intersection operate under signal control.

On October 20, 2025, Gina Wilkolaski, P.E., Traffic Safety Engineer, of the Erie County Department of Public Works ("ECDPW"), issued a letter with the following comments based on the ECDE's review of the TIS:

1. At Maple Road, the TIS models only one driveway while the concept plan shows two driveways onto Maple Road. The TIS and concept plan should be consistent.

2. Per the concept plan, the two proposed driveways on Maple Road must be modeled as unsignalized intersections and included in Tables 3 and 4. Traffic modeling output, including queue lengths of the unsignalized intersections must be included.

3. A signal warrant analysis of the proposed driveway must be completed. It cannot be assumed that the warrants are met.

4. A concept plan of the proposed site should be included as an attachment to the TIS.

5. The New York State Department of Transportation must be contacted regarding any potential impacts to the State controlled intersections.

In response to Comment No. 1 in the letter issued by the ECDPW dated October 20, 2025, the western driveway will consist of a gated "emergency access only" connection to Maple Road. The ECDPW will determine if the eastern driveway onto Maple Road will consist of a signalized intersection and the petitioner will be required to obtain a highway work permit for all improvements in the Maple Road Right-of Way.

Based on its review of the traffic-related documentation, the Town Board finds that although the Project will generate additional traffic, the impacts are not potentially significant. This conclusion is supported by the Traffic Impact Study prepared by LaBella Associates, dated October 3, 2025, which found that nearby intersections will continue to operate acceptably and

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that the Project's location on Maple Road, a four-lane Erie County Highway, provides sufficient roadway capacity. The petitioner must obtain a Highway Work Permit from the Erie County Department of Public Works for all work within the Maple Road right-of-way, including the proposed traffic signal at the eastern full-access driveway and the gated emergency-access-only driveway to be provided in accordance with Appendix D of the NYS Fire Code. The Town Board is supportive of the proposed signal installation at the eastern driveway.

Question 13b: The proposed action may result in the construction of paved parking area for 500 or more vehicles.

Response: The current Overall Site Plan for the Project depicts 520 parking spaces. It is necessary for the Project to include parking spaces and as such the Town Board has determined that the providing of parking spaces on the Project Site in connection with the Project is a moderate impact.

14: Impact on Energy:

Question 14d: The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.

Response: The Project will result in more than 100,000 sq. ft of space to be heated and cooled. The Town Board has determined that this a moderate impact given that the Project Site is located in a developed area serviced by electrical infrastructure and also given that the Town of Amherst Building Department will review building permit applications to confirm compliance with applicable standards in the NYS Energy Code.

15: Impact on Noise, Odor and Light:

Question 15e: The proposed action may result in lighting creating sky-glow brighter than existing area conditions.

Response: The two athletic domes to be constructed on the Project Site may result in lighting creating a sky glow that is brighter than existing conditions. Given that the Project Site currently consists of vacant land, there is not currently any lighting and the new lighting represents a permanent impact resulting from the Project. The Project will be required to comply with the lighting standards set forth in Section 7-3 of the Town's Zoning Ordinance. The Planning Board will be required to approve the photometric plans for the Project in connection with the pending Site Plan review process. The potential sky glow resulting from the two athletic domes has been determined to be a "moderate impact" by the Town Board based on the following:

- The Project Site is located on the north side of Maple Road in close proximity to other large buildings including the football stadium on the University of Bufalo North Campus that creates sky glow that is visible from off-site locations including the Project Site.

- The location of the two athletic domes is approximately 330 ft. from the northern boundary of the Maple Road Right-of-Way. Existing residential uses on the south side of Maple Road will be located nearly 450 ft. away from the two athletic domes. The berms and

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landscaping to be installed in the 101 ft. Conservation Area to be provided on the RC zoned property located along the Maple Road frontage of the Project Site will reduce off-site lighting impacts.

17. Consistency with Community Plans:

Question 17e: The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.

Response: The Project Site which is located on Maple Road is serviced by existing infrastructure necessary to support the Project. Sanitary sewer flows from the Project will be greater than 2,500 gallons per day and therefore the Project is subject to the Inflow and Infill ("I&I") requirements of the NYSDEC.

LaBella Associates, the project engineering firm, has ordered downstream sanitary sewer monitoring data during wet weather conditions and will be preparing a Downstream Sanitary Sewer Capacity Analysis Report ("DSCA Report") that will need to be reviewed and approved by the Town of Amherst Engineering Department, the Erie County Department of Health and the NYSDEC.

The DSCA Report will need to demonstrate there is adequate downstream sanitary sewer flow during wet weather conditions for the Project. The Project Sponsor will be required to make a substantial payment to the Town's I/I Sanitary Sewer Fund in connection with the Project.

The Town Board has determined that downstream sanitary sewer capacity during wet weather conditions as defined by the NYSDEC is a moderate impact since the petitioner will be required to demonstrate there is adequate downstream sanitary sewer capacity for the Project and also since the payment to be made to the Town's I/I Sanitary Sewer Fund for improvements.

18. Consistency with Community Character:

Question 18e: The proposed action is inconsistent with the predominant architectural scale and character.

Response: The existing community character along the Maple Road corridor in the vicinity of the subject project is a mix of community recreational uses including an 18 hole municipal golf course, a 9 hole par three golf course, an abandoned former private golf course, a municipal driving range with 65 foot tall protective netting, a municipal highway garage, softball fields, an indoor multiple rink ice skating facility, medical offices, multifamily housing and one and two story single family homes. The one and two story single family homes are primarily located along the south side of Maple Road opposite the Project Site. The Project Site, consisting of a reclaimed former brownfield is currently a grass meadow with some mature trees and a grass earthen berm bordering the northerly end. The Project Site was formerly an open recreation use which was devoted to a private shooting club with ground level skeet and trap houses and a stone parking field.

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The Overall Site Plan proposes buildings that will include two large inflatable dome structures 137,500 sq. ft. each and 85 feet in height connected by a 50,000 sq. ft., 2 story building for administrative offices, a restaurant/snack bar and space for locker rooms /restrooms. Additionally, there is the potential for a future free standing 5 story hotel that was removed from the updated Overall Site Plan originally submitted and is not part of this action and will require a separate environmental review pursuant to SEQR in the future if proposed. The proposed inflatable dome structures exceed the maximum building height of 65 feet permitted in the GB zoning district by Section 4-4-2B the Zoning Ordinance. In addition, the unique fabric wall design inherent with inflatable structures, is also not a permitted building material by the Town Zoning Ordinance. The proposed inflatable dome buildings will be in sharp contrast with the existing architectural character of the existing nearby commercial and residential buildings. Because of their size and massing, they will permanently change the character of the area when compared to the existing conditions. The Town currently does not have any similar style athletic dome buildings within its larger community.

The magnitude of the impacts of the Project to the adjacent community character has been determined to be large. The visual impact will be noticeable as the Project Site is currently undeveloped grass meadow and the size of the building improvements will encompass approximately 43% of the 21.3+/- acre Project Site. The inflatable athletic dome buildings will be visible from the foreground, middle ground and background view sheds of properties. Background view sheds may be visible up to one mile from the Project Site. The inflatable buildings will also be visible in the aforementioned viewsheds during night time hours due to the translucent nature of the fabric structure that allows internal lighting to be visible.

A long-term and permanent impact to the adjacent community character will be evident as the buildings present a new dominant form within the adjacent community. Over time, the dominant building form will become part of the background and middle ground viewshed for viewers within the area and recognized as another man-made recreational use consistent with the other large recreational, medical office and university related uses visible along the northern side of the Maple Road corridor.

To lessen the magnitude of the visual impacts of the Project to the one and two-story residential homes on the south side of Maple Road, the inflatable structures have been positioned to the northernmost extent of the Project Site away from the residences at a distance of approximately 330 feet from the northern boundary of the Maple Road Right-of-Way. The approximately 330 ft. setback of the athletic dome structures from the Maple Road Right-of-Way is substantially greater than the minimum required front yard building setback of 30 feet for a building with a height of greater than 35 feet in the GB zoning district. Additionally, a 101 foot wide conservation area will be established along the Project Site's Maple Road frontage on the portion of the Project Site that is zoned RC. The conservation area will be vegetated with numerous large deciduous and coniferous trees to create a substantial visual break in the immediate viewshed of adjacent residential uses that will be in excess of 400 feet from the inflatable dome structures. The vegetation to be planted within the conservation area will lessen the magnitude of the community character impacts on the residential uses on the southern side of Maple Road. Additionally, the Project Sponsor will be utilizing a darker fabric than the traditional white color to reduce the impacts of internal illumination during the evening hours.

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Based on its review of relevant information of the identified long-term impacts of the Project on community character, the Town Board has determined the Project will not result in any potentially significant community character impacts.

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NEW YORK STATE | Department of Environmental Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

October 17, 2025

SENT VIA E-MAIL

Alex Molik
LaBella Associates, D.P.C.
300 Pearl Street, Suite 130
Buffalo, New York 14202

Dear Alex:

NYS Amended Wetland Regulations
Transition Period Determination
716 Sports Fieldhouse Complex
Town of Amherst, Erie County

This letter is in response to the request you submitted on behalf of 716 Sports Complex LLC for a determination on whether this proposed project is eligible for the transition period outlined in the amended Part 664 wetland regulations, specifically 6 NYCRR 664.1(d). After consultation with regional and Central Office DEC staff in both the Division of Environmental Permits and Bureau of Ecosystem Health, DEC has determined that this project is not eligible for the transition period outlined in 6 NYCRR 664.1(d) based on the State Environmental Quality Review (SEQR) review done for a previous and different project at this site.

The transition period in the regulation provides for situations where a project sponsor is proceeding with the project based on approvals in place. The SEQR documentation provided is not applicable to the new proposed sports fieldhouse project. In this case, the proposed project is still being reviewed under SEQR and no local approvals have been issued for this specific project. Therefore, the project sponsor should expect to conform to the current regulations.

If the wetland delineation report has not yet been submitted for review and boundary verification, please submit it as soon as possible so that the review can be expedited to the extent possible.

If you have any questions regarding this letter, please contact me at 716/851-7165 or via email at lisa.czechowicz@dec.ny.gov.

Respectfully,

Lisa M. Czechowicz

Lisa M. Czechowicz
Regional Permit Administrator

Ecc: Chuck Rosenburg, NYSDEC Habitat Manager, Bureau of Ecosystem Health
Hon. Brian Kulpa, Supervisor, Town of Amherst
Daniel Howard, AICP, Planning Department
Steven Bengart, Esq., Town Attorney
Sean Hopkins, Esq., Hopkins, Sorgi & McCarthy PLLC
Dave Johnson, LaBella
Dr. Brian McGrath, 716 Sports Complex, LLC

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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

MEMORANDUM October 3, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

State Informational Wetlands on property.

Please call the Planning Department if additional information is required (631-7051).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 10-14-25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
David Johnson – djohnson@LaBellaPC.com

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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: October 14, 2025

SUBJECT: Request for Relief of Conditions of Rezoning Approval: **Z-2007-03_A**
Property Location: **330 Maple Rd**
Petitioner: 716 Sports Complex LLC

Assessor agrees with all statements

cc: Dr. Brian McGrath bem4@buffalo.edu
Frank Ciminelli -fciminelli@arcbldg.com
David Johnson- djohnson@LaBellaPC.com

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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

MEMORANDUM October 3, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
School District

RECEIVED
OCT 10 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? NO

If you do not, briefly state why: I DISAGREE THAT THE CONSTRUCTION OF (2) 100 FOOT TALL INFLATABLE STRUCTURES WILL BE "AESTHETICALLY HARMONIOUS WITH NEARBY AREAS AND STRUCTURES"

~~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: DANIEL J. ULATOWSKI, AICP

Signature: Daniel J. Ulatowski **Date:** 10/10/2025

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bemd@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
David Johnson – djohnson@LaBellaPC.com

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Amherst

Town of Amherst Planning Department

2025.033

Erie County, New York

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

MEMORANDUM

October 3, 2025

TO: Tim Koller, Deputy Town Clerk
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School District

RECEIVED
OCT 10 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes, specific to the relief of conditions.

If you do not, briefly state why: _____

General comments relative to your agency interests:

Comments on the concept and submitted TIS will be provided at time of site plan review

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: Christopher Schregel

Signature: _____ **Date:** 10/9/25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
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Amherst

2025.033

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

MEMORANDUM October 3, 2025

TO: Tim Koller, Deputy Town Clerk
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FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

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, PE

Signature: _____ **Date:** 10/9/25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
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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

MEMORANDUM

October 3, 2025

TO: Tim Koller, Deputy Town Clerk
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Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
School District

RECEIVED
Williamsville Central School District
OCT 03 2025
Asst Superintendent for
Finance & Management Services

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A;** PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

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 PROPERTY IS IN THE SWEET HOME SCHOOL DISTRICT.

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: CHRISTOPHER McGINLEY

Signature: Christ McG **Date:** 10/6/25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
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Amherst

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

RECEIVED
OCT 07 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

October 3, 2025

TO: Tim Koller, Deputy Town Clerk
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Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT
School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD. 716 SPORTS COMPLEX LLC**, PETITIONER.

REVIEW:

Do you agree with all statements made? No, Exceeds max. height & floor area allowed by New York State Building Code.

If you do not, briefly state why: Fire access rd. required all the way around Hotel.

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: KRISTA HALT

Signature: Krista Halt **Date:** 10/7/25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
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Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

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

MEMORANDUM

October 3, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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School District

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests:

State Informational Wetlands on property.
Membrane structures heights violate Section 3102.2 of the 2020 & 2025 BCNYS
Accessible parking not shown

Please call the Planning Department if additional information is required (631-7051).

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 10/6/25

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bem4@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
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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

MEMORANDUM October 3, 2025

TO: Tim Koller, Deputy Town Clerk
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Integrated Review Coordinator, ECDEP
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School District

RECEIVED
OCT 07 2025
TOWN ATTORNEY

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF REZONING APPROVAL, **Z-2007-03_A**; PROPERTY LOCATED AT **330 MAPLE ROAD**. 716 SPORTS COMPLEX LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: Please see "Section 3", paragraph 4 of "Location" for typographical error "drive-thru" vs. drive through. Same for par. 4 of "Amended Declaration, Restrictions".

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: Sebastian Odara

Signature: _____ **Date:** 10/29/2025

DU/ac
X:\Current_Planning\Files\Rezonings\2007\Z-2007-03_A_(330_Maple_Rd)_2025\Z-2007-03_A_Transmittal_100225.doc
cc: Scott Marshall, Principal Planner
Brian Armstrong, Director of Engineering Services
Sean Hopkins, Esq – shopkins@hsmlegal.com
Dr. Brian McGrath – bcmcg@buffalo.edu
Frank Ciminelli – fciminelli@arcbldg.com
David Johnson – djohnson@LaBellaPC.com

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Carrato, Amy

From: Ashley Brooke <abw303@googlemail.com>
Sent: Friday, October 17, 2025 8:50 AM
To: Carrato, Amy
Subject: Opposition to Proposed 5-Story Hotel Development and Rezoning at 330 Maple Rd

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 Amherst Planning Department,

I'm writing this not as a developer, not as a politician, but as someone who lives here—someone who loves my neighborhood, the safety of the area—where my children can play in the yard, where we watch neighbors walk by, and where, when I look out my window, I see kids playing and a beautiful open space where animals can roam freely.

When I heard about the plan to build a five-story hotel right across the street from our houses, my heart sank. Because while growth and progress are important, there's something precious that we risk losing: the safety and peace of our everyday lives.

I want to share some concerns—backed by real data—about what often happens when hotels, especially large or transient-occupancy ones, are placed too close to residential neighborhoods.

Some Data & Real-World Examples

- A study near **Universal Studios Florida** found that adding "crime attractors" — such as hotels, bars, or restaurants — within neighborhoods led to crime rates increasing nearly **200%** in census blocks closest to the park compared with areas farther away. *(News Center)*
- In **Tacoma, Washington**, a stretch of road with several motels and hotels saw **1,355 crime incidents** over about seven years (2014–2021) across crimes including robbery, assault, and shootings. A nearby block had only about 120 incidents in the same period. *(Fox 13 Seattle)*
- In **Oklahoma City**, certain hotels generated **over 200 police calls per year**, prompting officials to classify them as serious public safety concerns—some involving shootings and violent assaults. *(KOCO)*
- In **Marietta, Georgia**, police have stated that motels and hotels consume **far more public safety resources** than residential neighborhoods, noting higher rates of burglaries, car break-ins, and other crimes. *(FOX 5 Atlanta)*

Closer to home, Amherst has already seen the risks firsthand. In November 2024, a **child was stabbed** and two adults injured during a violent altercation at the Red Roof Inn on Flint Road—just minutes from this proposed site. The suspect lived at that hotel. This tragedy underscores that these risks aren't abstract; they can happen right here.

And while Amherst's violent crime rate remains lower than the national average, **property crime is rising**—with over **2,500 property crimes reported in 2023**, up from previous years. Amherst Police have also warned of a **surge in vehicle larcenies and break-ins**, urging residents to stay vigilant. More

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

transient activity, more cars, and more traffic from a 24-hour business like a hotel will only make this worse.

Why This Matters for Us

1. **Increased Traffic & Transient Population** — More people coming and going 24/7 means more strangers, more vehicles, more chance of minor crime (theft, vandalism), and more demand on parking and safety patrols.
2. **Safety & Peace of Mind** — For families with children, seniors, and those walking or biking, this development creates real concern. Loud noises, lights at all hours, and constant movement all change how safe we feel. I know I personally would no longer feel comfortable letting my children play outside in the yard they love.
3. **Emergency Services & Policing** — Hotels often increase calls for police, fire, and EMT response. Amherst's departments are already managing rising property crime—stretching them further could delay responses elsewhere.
4. **Property Value & Quality of Life** — A five-story structure looming over single-family homes brings loss of privacy, light pollution, and shadows—undermining the residential character so many of us chose when we settled here. We deserve to have quiet and peaceful evenings without the added disruption of a large scale hotel property.

My Ask

• Require a **full, independent study** of crime rates and public safety costs for similarly sized hotel projects in nearby towns before approving construction.

• Consider **zoning alternatives**: move the hotel to a more commercial corridor, restrict its height, or require stronger safety and security measures if it proceeds.

• Enforce mitigation standards: professional onsite security, proper lighting, sound barriers, and landscaping that protects neighboring privacy.

• **Require the developer to install fencing and appropriate barriers along the residential side of Maple Road** to ensure safety and privacy for families directly across the street. This should be done at the developer's expense as part of responsible planning and community protection. We deserve to have safe spaces where our children and pets can be without the worry or prying eyes or a constant influx of strangers disrupting this.

• Address traffic safety: add crosswalks, implement traffic-calming measures on Maple Road, and safely connect the beloved bike path to the neighborhood.

I love this town. I moved here because of its peace, community, and safety. My grandparents built our home on Maple in 1952, and we've watched the town change—but too often through overdevelopment that chips away at the community we treasure.

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

I believe in thoughtful progress, but only when it fits. Please, protect what we have. Don't let a building steal our nights, our quiet, or our sense of home. The town must prioritize the safety and quality of life for the residents who already live and pay taxes here. Not every open space should become another development or quick cash grab.

Our community deserves open land, nature, and safe streets for our children. Maple Road has become dangerous enough without adding more traffic, light, and crime risk. There are better-suited commercial areas for a hotel project—away from long-established neighborhoods.

Many of us have lived here for generations. We deserve better.

Thank you for your attention, your service, and for caring about us—your neighbors.

Sincerely,

Ashley Waters-Schmitt

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Carrato, Amy

From: Willett, Timothy <twillett@lockportschools.net>
Sent: Friday, October 17, 2025 11:47 AM
To: PlanningDepartmentEmailDL
Cc: Matthew Vermette; Anne Draves
Subject: Support for the 716 Sports Complex

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 Town of Amherst Planning Board,
I hope this message finds you all well.
I wanted to express my support for the proposed indoor track and field facility in Amherst, NY. I am one of the coaches of the Indoor Track and Field Team at Lockport High School. I firmly believe this facility would benefit all school districts in Western New York, but especially schools in the towns of Amherst and in the surrounding area, such as Lockport. This facility will provide a safe practice and competition location that is in our area. Currently we are traveling every weekend to Houghton, NY for meets and are limited in our ability to access the facilities there and at Buffalo State. Expansion into Erie County will have a positive impact on hundreds of student-athletes year after year. This also will be savings for school districts on travel as well and will provide more opportunities for districts to participate in competition.
Additionally, I believe it would have a positive economic impact by attracting potential customers to local businesses during events and meets held at the facility. This facility can draw from outside of Amherst and WNY as well, bringing even more business. Imagine parents stopping to do their shopping after a meet or while they are waiting for their child to compete and gassing up before they head back home. Or stopping at a local restaurant to grab a bite before or after a meet.
Thank you for considering this initiative that would greatly benefit our community and region.
Best regards,
Tim Willett

Sincerely,

Mr. Timothy M. Willett
Lockport High School
Social Studies Department
Varsity Cross Country Head Coach
Varsity Indoor Track & Field Boys Head Coach
Varsity Outdoor Track & Field Head Coach
Niagara Frontier League Cross Country Chair

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

Carrato, Amy

From: Richard Bosch <rickseab@gmail.com>
Sent: Thursday, October 16, 2025 10:36 AM
To: Carrato, Amy
Subject: Public Hearing 10/16/25: 330 Maple Rd, File No.: Z-2007-03_A

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.

Planning Board Members and anyone else from the town of Amherst involved with this project.

I am against granting any relief from the zoning restrictions that have been placed on developing 330 Maple Rd. The owner/developer should know all restrictions on the property before purchasing and planning on developing the site. If they need a structure greater than 50,000 square feet or taller than 50 feet to construct their planned project and/or to make it profitable, this is not the location.

I am strongly opposed to a five story hotel on Maple Road across from private residences. When Benderson proposed their project years ago these restrictions were put in place to appease the residents. They added a 101 foot linear park to avoid requiring the Town board to have a super majority vote.

Regards,
Richard C. Bosch
60 E. Maplemere Rd.
Williamsville, NY 1426

Attachment: Z-2007-03_A_TB letter packet_111025 (RES-2025-944 : Local Law to Amend the Zoning Map - (330 Maple Road (Portion), Z-2007-

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31144 **RESOLUTION 2025-945** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following condition as recommended by the Planning Board:

. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roofs.

11/10/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 8:09 PM.

Attorney Jeff Palumbo presented.

The following residents spoke:
Mike Marshall, 90 Altair Dr
Steve Martin, 74 S Harvest St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:21 PM.

Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and approved 4-1 via Roll Call vote (Marinucci, nay).

FINANCIAL IMPACT:

None

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala
NAYS:	Marinucci

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 November 20, 2025

November 5, 2025

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to remove conditions of a rezoning approval. Property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way, South Linden, LLC, Petitioner. (Z-2025-01).

Honorable Members:

At its meeting of August 18, 2025, the Town Board approved the subject rezoning request (Z-2025-01) for the subject parcels with two conditions. By separate correspondence the Petitioner has requested reconsideration and removal of the conditions of approval from that meeting. The Planning Department's letter of July 14, 2025 (attached) included a recommendation by the Planning Board that supported the original conditions. Attached for your information is the Town Board's original resolution from August 18, 2025. Please contact me with any questions.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Town_Board_Letter_112025.docx
cc: Steven B. Bengart, Town Attorney

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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

Francina J. Spoth
Town Clerk

Meeting: 08/18/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30671 **RESOLUTION 2025-629** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (46, 54, 60, 68, 74 & 84 South Linden Street And former South Linden Street Right-Of-Way, Z-2025-01)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed Multifamily Residential District Five (MFR-5) zoning at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

. That principal structures be limited to 4 to 6 units per structure.

2. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roofs.

7/21/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:55 PM.

Attorney Jeff Palumbo presented.

The following resident spoke:
Don Smith, 201 N Long St

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the August 18th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 8:03 PM.

8/18/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Amherst

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

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Town Board Agenda of July 21, 2025

July 14, 2025

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to rezone 2.4± acres of land from Residential District Three (R-3) and Community Facilities District (CF) to Multifamily Residential District Five (MFR-5), property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way, South Linden, LLC, Petitioner, (Z-2025-01).

Honorable Members:

The subject properties comprise a 2.4± acre 'L' shaped area of land that has 50± feet of frontage on Wehrle Drive, 215± feet of frontage on McIntire Road and a depth of 688± feet from Wehrle Drive to McIntire Road. The properties are located on the north side of Wehrle Drive approximately 375± feet east of South Harvest Street and are undeveloped wooded lots comprising the former right-of-way for South Linden Street.

Wehrle Drive at the subject location is an Erie County highway, designated as a minor arterial in the Town of Amherst Bicentennial Comprehensive Plan. The New York State Thruway located just to the north of the subject property is part of the Interstate Highway System identified as I-90 and is designated as an Expressway in the Town of Amherst Bicentennial Comprehensive Plan.

The properties that comprise this request are under the approach/departure path for the use of runway 14/32 at the Buffalo Niagara International Airport located 1,400± feet southeast of the subject site.

For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request to amend the zoning of the property so the petitioner can develop the parcels for a 28-unit townhome development consisting of a 12-unit and a 16-unit building.

The subject sites at 46, 54, 60, 68, 74 & 84 South Linden Street and the western half of the former South Linden Street Right-of-Way were zoned Residential District Three (R-3) and the eastern half or the former South Linden Street Right-of-Way was zoned Community Facilities District (CF) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

Honorable Town Board

Rezone land from R-3 and CF to MFR-5;
property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way
Agenda of July 21, 2025

The Town Board on November 12, 2024 Amended Figure 6 in the Town of Amherst Comprehensive Plan for 2.4± acres of land from Single Family Residential to Mixed Residential for the subject properties and former South Linden Street right-of-way. (BCPA-2023-02).

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with the various forms and densities of residential land uses along Wehrle Drive and the surrounding area, and is consistent with many of the objectives of Chapter 8 -Housing and Neighborhoods of the Town of Amherst Bicentennial Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Under the proposed zoning district, MFR-5, the permitted development can be consistent with the surrounding development as long as the scale and form of housing is compatible and complements the adjacent detached single-family housing that is located north of Wehrle Drive and west of the subject area.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. The Engineering Department will require a downstream sanitary sewer capacity analysis prior to any development of the parcels that are part of this request. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of May 15, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved with the following conditions:

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Honorable Town Board

Rezone land from R-3 and CF to MFR-5;
property located at 46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way
Agenda of July 21, 2025

1. That principal structures be limited to 4 to 6 units per structure.
2. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roof type.

The Planning Department requests that if the Town Board desires to act on the rezoning request, 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.
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cc: Steven B. Bengart, Town Attorney

Planning Board Approval May 15, 2025
Ayes 5, Noes 1 (Penberthy), Absent 1 (Gill)

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-01

PETITIONER

South Linden, LLC
493 Kennedy Road
Cheektowaga, New York 14227

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way

MAY 23 2025 PM1

WHEREAS the Town of Amherst Planning Board on Thursday, May 15, 2025 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multifamily Residential District Five (MFR-5), and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan **is** generally consistent with the policies of Chapter 8 of the Town of Amherst Bicentennial Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

WHEREAS pursuant to Local Law #3-82, as amended, 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.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-01

PETITIONER

South Linden, LLC

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street and former South Linden Street Right-of-Way

MAY 23 2025 PM1

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved with the following conditions.

1. That principal structures be limited to 4 to 6 units per structure.

2. That the form of proposed structures be consistent with the scale of adjacent single-family homes and be provided with a slope roofs.

The foregoing resolution was adopted by the Town of Amherst Planning Board, May 15, 2025; moved by Davis; seconded by O'Rourke; ayes 5; noes 1 (Penberthy); absent 1 (Gill).

Michael J. Chmiel, Planning Board Chair

5/22/25
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_resolution_051525.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffrey D. Palumbo, Block, Longo, LaMarca & Brezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
John Militello, South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: _____ **Acreage** 2.4 **Fee $** 1,515.00

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)		$1,500
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.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$15
TOTAL FEE:		**$** 1,515.00

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-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: South Linden, LLC

Address: 493 Kennedy Rd

Cheektowaga (City) NY (State) 14227 (Zip Code)

Phone: (716) 432-6947 Fax

E Mail: john@kimilco.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: R-3 District

To: MFR-6 District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

46, 54, 60, 68, 74 & 84 South Linden Street

SBL #: 80-16-4-7, 80-16-4-6, 80-16-4-5, 80-16-4-4, 80-16-4-3, 80-16-4-2

4. **Area of land to be rezoned** (in acres): 2.4

5. **Owner of Land:**

Name: South Linden, LLC

Address: See above

City State Zip Code

Phone: See above

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Jeffery D. Palumbo

Address: 9276 Main St.

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 308-7211 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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 N/A Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:
2 separate buildings, one containing 16 townhomes and one containing 12 townhomes

B. Rationale for rezoning request:

1. Why was this site chosen? Provides a transition from single family homes to the adjacent George F. Lamm American Legion Post 622

2. Why cannot land be used with the existing zoning? Existing residential, single family zoning is not conducive to the area given the immediately adjacent Youngman Highway

3. How will this rezoning impact surrounding properties? Positively, as it adds new upscale housing.

4. How will this rezoning impact the school system? Increase in tax revenue, and minor impact, if any, as townhomes typically attract empty nesters and young professionals without children.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

12. Quantitative Data:

A. Total # of dwelling units 28 units

B. Distribution of dwelling units by type Townhomes

C. Gross Residential Density per acre 11 2/3 units per acre

D. Total amount of Open Space 1 acre +/-

E. Proposed Non-Residential Floor Area 0 sq. ft.

13. Development Schedule:

Start Summer 2025

Finish Spring 2026

Stages (# of) 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

Townhouse units may be sold or leased.

15. Open Space ownership and maintenance provisions (if applicable):

Potential 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.

The Town Board, on November 12, 2024, determined the proposed land use is consistent with the Comprehensive Plan.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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.
   The Town Board has determined the land use meets the intent and objective of the comprehensive plan.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See relevant sections of the comprehensive plan amendment application attached hereto as Exhibit A.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Available on site.
2. Storm Sewer/Drainage ""
3. Water ""
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
Yes, this provides a diversity of residential uses.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: Rezoning to Multi-Family is a more natural transition than single family, given the location of the property.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
Yes, as it fulfills the need for diversity of housing options.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

17. The petitioner encloses herewith the sum of $1,515.00 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 3rd *day of* Feb. 2025 20

Notary Public, Erie County, New York

SUZANNE M GASKILL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA4844709
Qualified in Erie County
Commission Expires March 30, 2027

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.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
South Linden Townhomes

Project Location (describe, and attach a location map):
South Linden Street, a paper street

Brief Description of Proposed Action:
Rezoning to MFR-6 to allow the development of 28 townhome units

Name of Applicant or Sponsor:	Telephone: 716-308-7211
South Linden, LLC	E-Mail:

Address:
c/o Jeffery D. Palumbo, 9276 Main St.

City/PO:	State:	Zip Code:
Clarence	NY	14031

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Site plan approval - Amherst Planning Board	☐	☑

3. a. Total acreage of the site of the proposed action? 2.4 acres
   b. Total acreage to be physically disturbed? 2.0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.4 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. 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?	☑	☐
b. 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?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Stormwater management system will discharge to the Town of Amherst system on McIntire Road		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☐	☑
If Yes, explain the purpose and size of the impoundment: Stormwater management, size TBD		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Jeffery D. Palumbo as attorney Date: 2-3-25

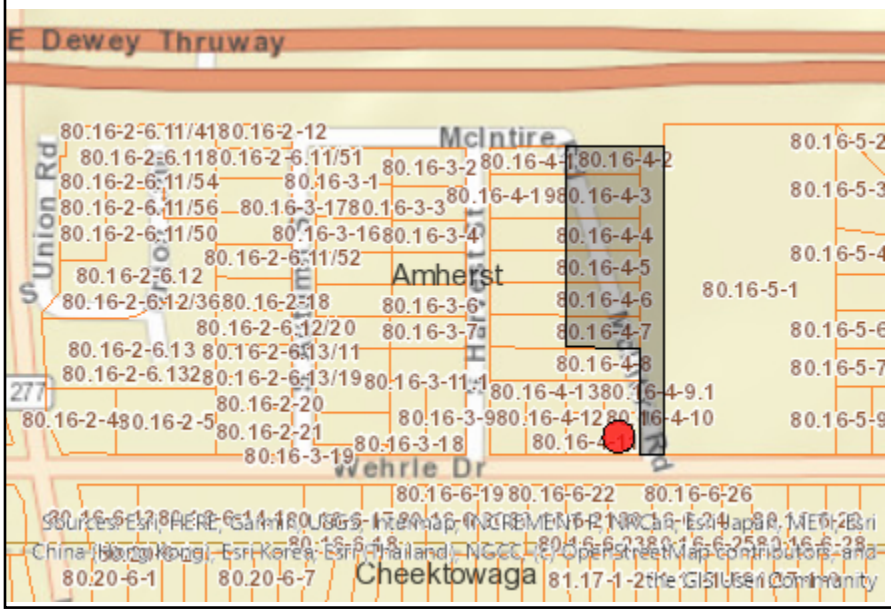
Signature: _____ Title: Attorney

PRINT FORM

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

EAF Mapper Summary Report

Monday, February 3, 2025 3:12 P...



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 in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
URBAN LAND - CHEEKTOWAGA COMPLEX	N/R	→	→	→	→
URBAN LAND - LIMA COMPLEX	N/R	→	→	→	→

N/R - NOT RATED

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

____ Geotechnical report attached X Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☒ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☒ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☒ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
2.4 AC +/-

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☒ No

Describe_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 17 PM PEAK
Source: ITE

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☒ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
6,160 GPD average flow 24,640 GPD peak flow.

(Average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☒ No

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LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 46, 54, 60, 68, 74 & 84 South Linden Street **FROM** R-3 **TO** MFR-6 **AND TO AMEND THE ZONING MAP ACCORDINGLY.**
(address)

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 46, 54, 60, 68, 74 & 84 South Linden Street from R-3 to MFR-6 and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 46, 54, 60, 68, 74 & 84 South Linden St. from R-3 to MFR-6 zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.
(address)

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from R-3 to MFR-6 the zoning of 46, 54, 60, 68, 74 & 84 South Linden St, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

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The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

X:\Current_Planning\Files\Rezonings\Forms\Local Law (Master).doc

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EXHIBIT A

Comprehensive Plan Amendment Analysis

As set forth in the Town of Amherst Bicentennial Comprehensive Plan ("Plan") amendment application form, Petitioner must provide information on the prospective action in relation to the plan. The application form questions are outlined below in bold with Petitioner's response noted.

A. Description of Prospective Actions:

Petitioner's Response: Petitioner is proposing to build four (4) buildings, each containing seven (7) two (2) story townhomes, for a total of 28 townhome units.

B. Rationale for Request of Amendment:

1. How will the requested amendment be consistent with Section 22 (Vision Statement)

Petitioner's Response: The requested amendment will enhance the livability of the area in offering a lifestyle option not readily available in the immediate area. In addition, it will serve to enhance community character by investing in and revitalizing older neighborhoods. Further, the requested amendment and subsequent development will present a very high standard for quality development while respecting appropriate buffers in existing neighborhoods. Finally, this is consistent with the Shared Direction as set forth in the plan as it enhances the diverse economy of the Town, strengthening the tax base and attraction to the community by carefully using vacant land with an infill development.

2. How will the requested amendment be consistent with Section 2.3 (Key Initiatives)

Petitioner's Response: Regarding "Aesthetic/Community Character" as set forth in the plan, the amendment will only add to the renowned beauty, character and environmental quality of the Town. A first-class townhome community seeks to "raise the bar" by adding a new lifestyle choice in an underserved area.

Regarding the "Revitalization" initiative in the plan, again, this proposal injects new life and new investment into an older area of the Town, by providing a diverse choice of living for empty nesters, young professionals, or others seeking limited maintenance obligations.

Finally, the amendment is consistent with the "Governance" initiative as the proposed townhomes do not introduce inconsistency or unfairness in zoning and land use.

C. How is the requested amendment aligned with the defined policies in sections:

1. 3.0. Land Use and Development?

Petitioner's Response: The requested amendment adds new diverse housing and an investment to the established community and does so with a context-sensitive architectural and site design. Ultimately, the Properties call for residential dwellings and the requested

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amendment and development result in residential dwellings. Specifically, the requested amendment seeks to have the Properties classified as "Mixed Residential." Mixed Residential is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods. The Properties and Development perfectly capture Mixed Residential as set forth in the Comprehensive Plan.

2. ***4.0 Natural and Cultural Resources:***

Petitioner's Response: As set forth in the Plan, "best management practices" will be employed to retain stormwater on site, thus reducing downstream flooding and allowing pollutants to filter out over time. Additionally, silt fences and various other techniques will be employed to prevent sediment from leaving this site during construction.

3. ***5.0 Economic Development:***

Petitioner's Response: As stated in the Plan, "A healthy tax and employment base are essential not only to Amherst's economy, but also the Town's quality of life." Further, the amendment, by introducing new housing, meets the town's objective of maintaining Amherst's strong tax base. Additionally, the proposed townhomes will respect the character and quality of life in the area.

4. ***6.0 Transportation:***

Petitioner's Response: The plan defines the area as "Traditional Character" which describes a corridor located within higher intensity centers and other neighborhoods. Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

5. ***7.0 Infrastructure:***

Petitioner's Response: The proposed amendment will not stress existing storm or waste water service. Other utilities such as water, electric and gas are available on site.

6. ***8.0 Housing and Neighborhoods:***

Petitioner's Response: The proposed amendment furthers the Comprehensive Plan objective to achieve a diversity of housing options. The Petitioner will ensure that the diverse housing option will be well managed and contribute to the surrounding neighborhood's health and stability. While the proposed amendment changes the Comprehensive Plan conceptual land use plan, Figure 6, by making the Properties mixed residential, the change allows Amherst residents to remain in Amherst by downsizing into a maintenance free environment.

7. ***9.0 Community Facilities & Services:***

Petitioner's Response: The proposed townhomes are not far from the Main Street corridors. This will allow the residents to visit nearby businesses, restaurants, movie theaters, etc.

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Survey and Legal Description

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NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2

● SET OR EX. 5/8" REBAR

McINTIRE (50.0' WIDE) ROAD

SOUTH LINE McINTIRE ROAD

SOUTH LINE LANDS APPROPRIATED BY THE NYS THRUWAY L-5292, P-169

50.00'

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8858
SBL: 80.16-4-2

61.80

FENTON (50.0' WIDE) STREET ABANDONED
SEE RESOLUTION L-6053, P-41

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-3

95.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-4

70.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-5

70.00

NOW OR FORMERLY
SOUTH LINDEN, LLC
L-11186, P-8871
SBL: 80.16-4-6

70.00

668.50'

NOW OR FORMERLY
JOSEPH P MARASCO
& VANDINA MARASCO
SBL: 80.16-4-7

70.00

NOW OR FORMERLY
MICHELE R. HOOD
L-11061, P-4876
SBL: 80.16-4-8

70.00

NOW OR FORMERLY
DAVID DI MINNI
L-10952, P-6438
SBL: 80.16-4-9.2

70.00

NOW OR FORMERLY
SUFIAN B. ALMASHHADANY
L-11084, P-2333
SBL: 80.16-4-10

91.70

AREA: 0.767± ACRE

(UNIMPROVED)

SOUTH HARVEST (50.0' WIDE) STREET

SOUTH LINDEN (50.0' WIDE) STREET

668.64'

50.00'

WEHRLE (WIDTH VARIES) DRIVE

SURVEY OF
PART OF LOT 22, TOWNSHIP 11, RANGE 7
HOLLAND LAND SURVEY
TOWN OF AMHERST, ERIE COUNTY, NEW YORK

DATE	REVISION/TYPE

GPI ENGINEERING, LANDSCAPE ARCHITECTURE & SURVEYING, LLP
ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225
(716) 633-4844 FAX 633-4940

Job No. 9394
Scale 1" = 50'

Date: JULY 14, 2021
Tax No.

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LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot 22, Township 11 and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the intersection of the west line of Linden Street (AKA South Linden Street) (50.0 feet wide) as shown on a subdivision map of Cayuga Heights filed in the Erie County Clerk's Office under Map Cover 898 and the north line of Wehrle Drive (width varies), said point being the southeast corner of lands conveyed to Sufian B. Almashhadany by deed recorded in the Erie County Clerk's Office in Liber 11084 of Deeds at Page 2333:

THENCE: Northerly, along the west line of Linden Street, a distance of 668.50 feet to the south line of McIntire Road (50.0 feet wide) as appropriated by the NYS Thruway and recorded in the Erie County Clerk's Office in Liber 5292 of Deeds at Page 169;

THENCE: Easterly, along the said south line of McIntire Road, a distance of 50.00 feet to the east line of Linden Street;

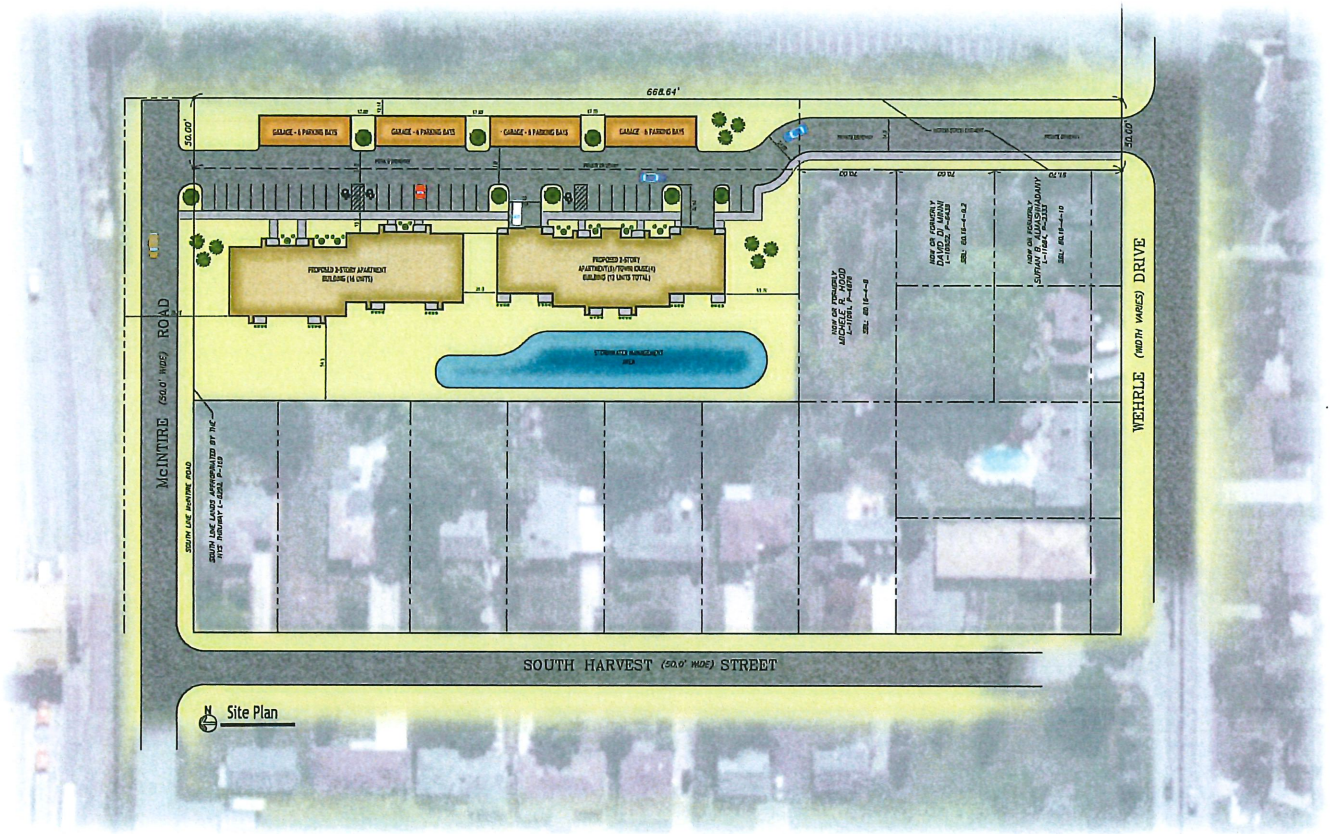
THENCE: Southerly, along the said east line of Linden Street, a distance of 668.64 feet to the aforementioned north line of Wehrle Drive;

THENCE: Westerly, along the said north line of Wehrle Drive, a distance of 50.00 feet to the POINT OF BEGINNING containing 0.767 acre be the same more or less.

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Preliminary Site Plan

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CARMINA WOOD DESIGN

Multi-Family Development
Site Plan Concept
S Linden Street | Amherst, NY
January 2024

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Owner Authorization

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AUTHORIZATION

John Militello, as Member of South Linden LLC, record property owner of property located at South Linden Street, a paper street in the Town of Clarence, New York (SBL No. TBD), hereby authorize Block, Longo, LaMarca & Brzezinski, P.C. to file any and all applications along with any necessary supporting documentation, with the Town of Amherst in connection with the approvals sought for the properties referenced above.

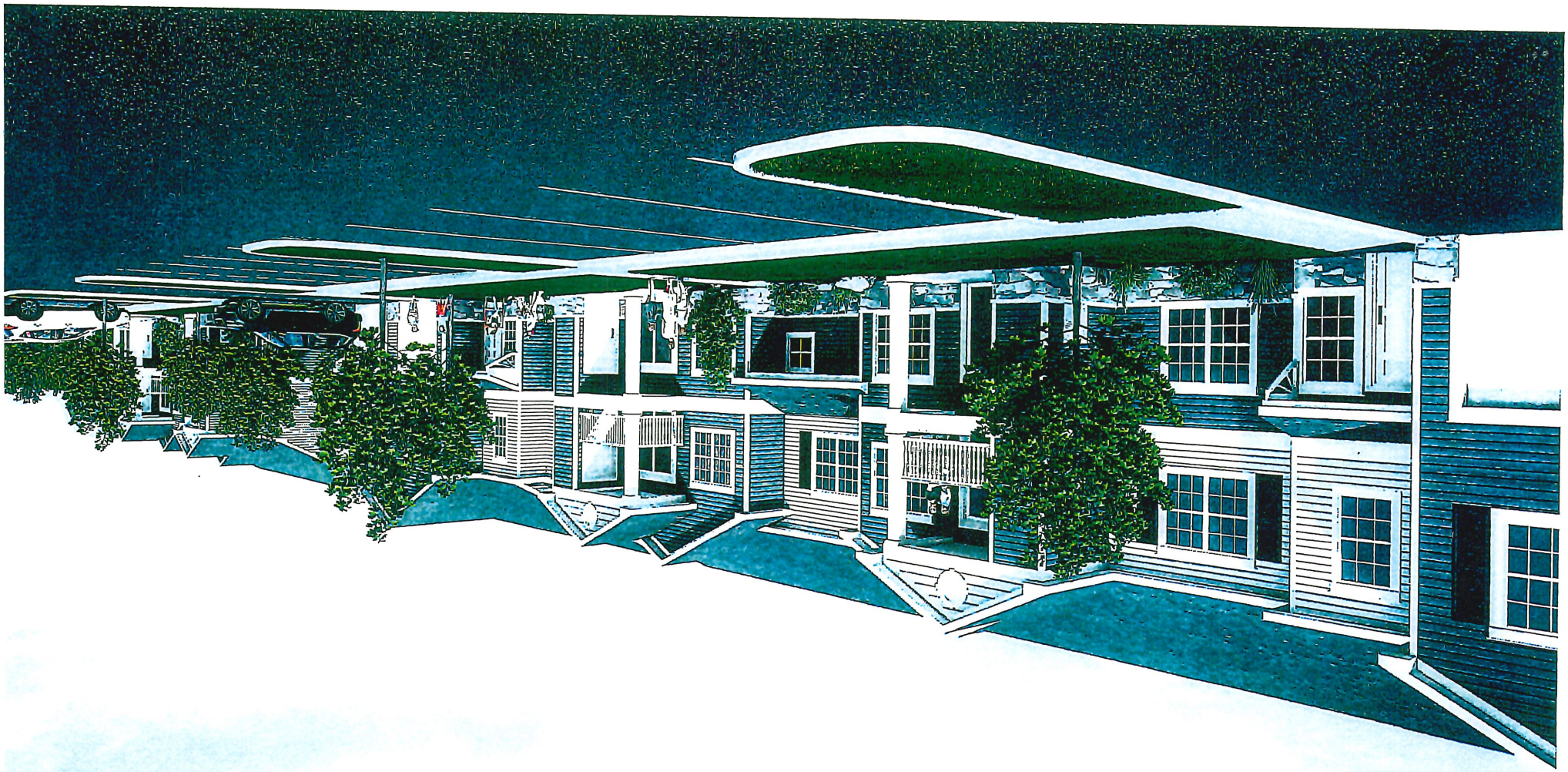
SOUTH LINDEN LLC

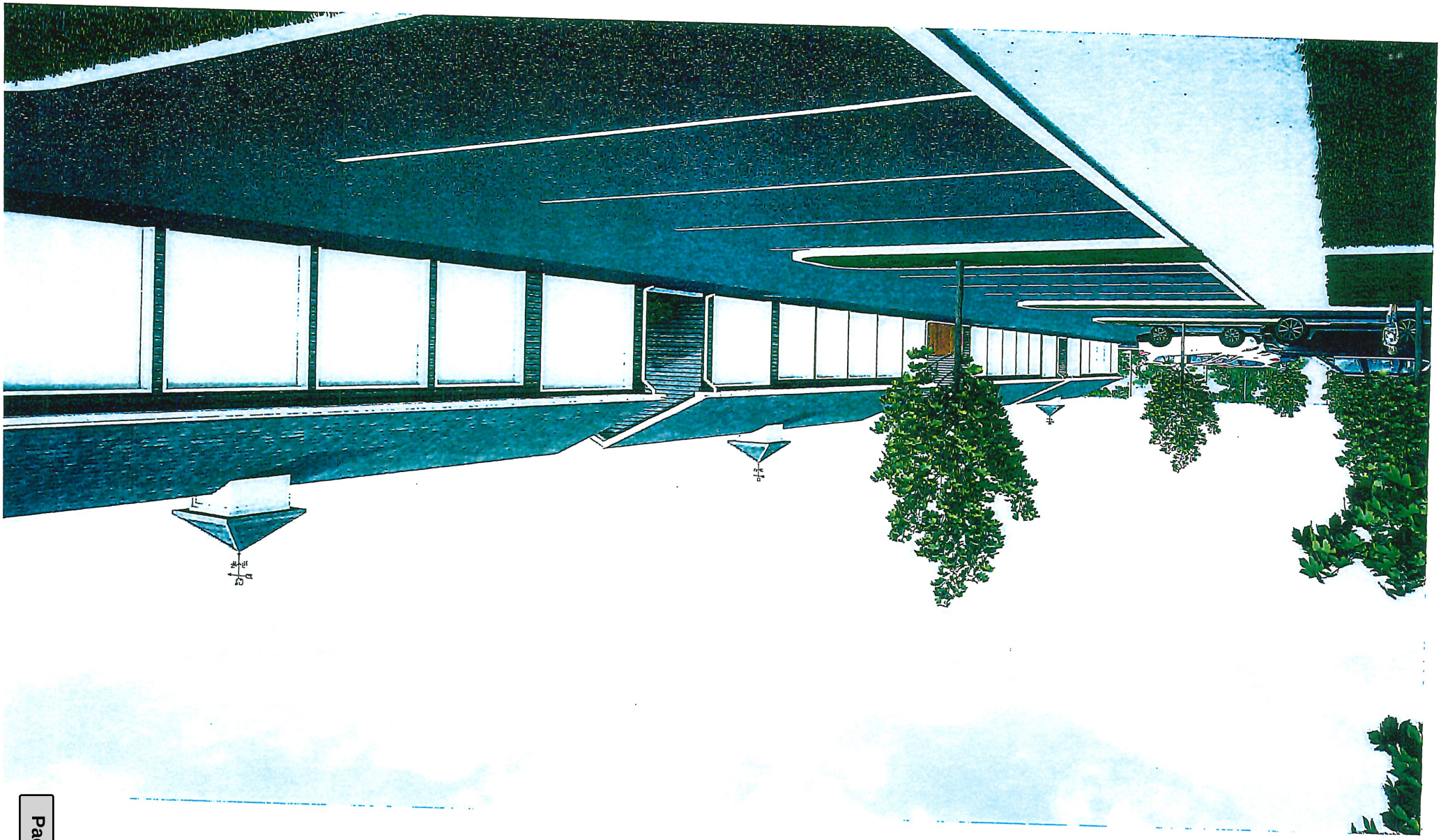
By: Militello, John
John Militello, Member
Dated: 08 / 21 / 2023

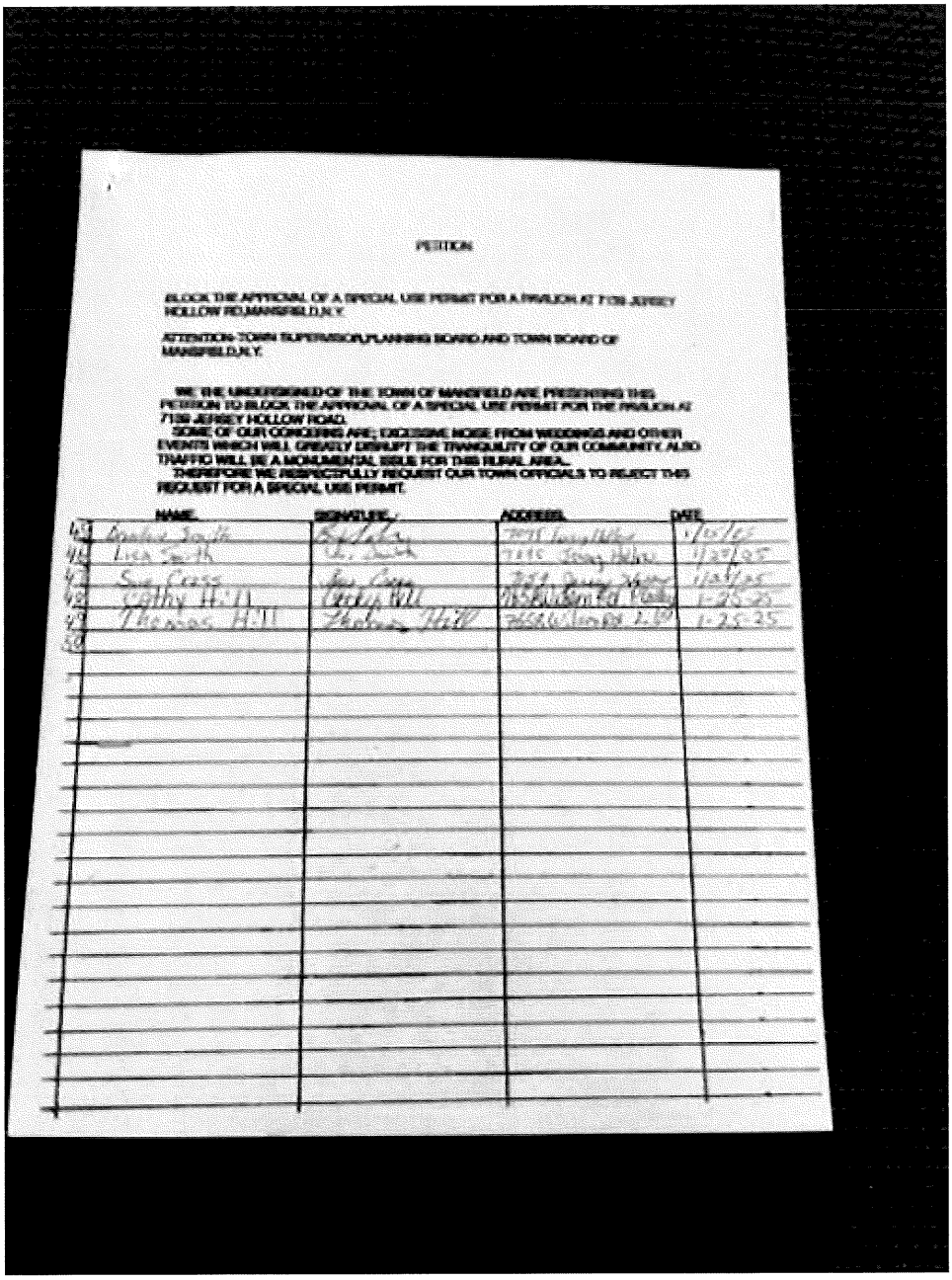
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Renderings

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PETITION

BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR A PAVILION AT 7139 JERSEY HOLLOW RD.MANSFIELD,N.Y.

ATTENTION-TOWN SUPERVISOR,PLANNING BOARD AND TOWN BOARD OF MANSFIELD,N.Y.

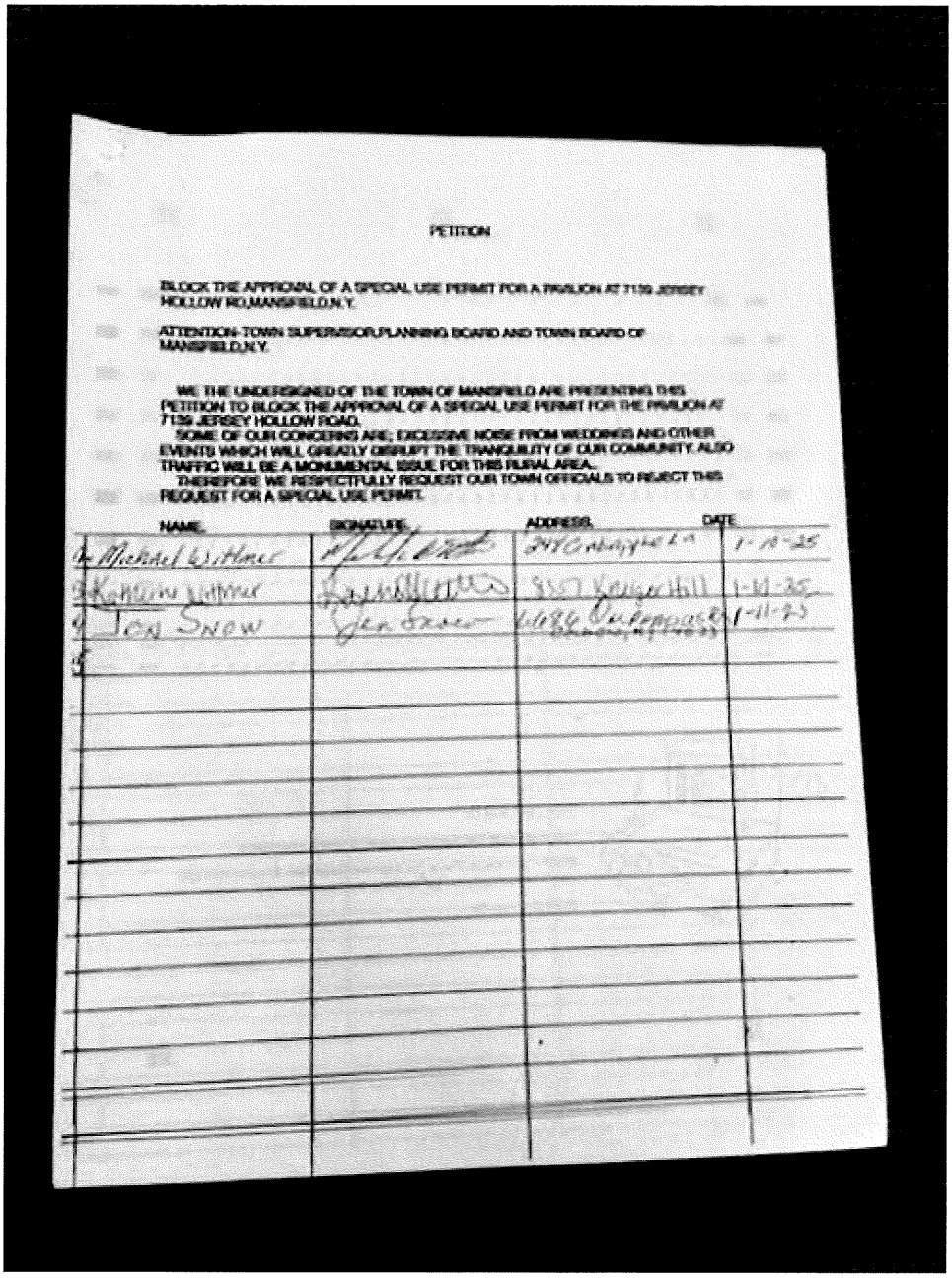
WE, THE UNDERSIGNED OF THE TOWN OF MANSFIELD ARE PRESENTING THIS PETITION TO BLOCK THE APPROVAL OF A SPECIAL USE PERMIT FOR THE PAVILION AT 7139 JERSEY HOLLOW ROAD.

SOME OF OUR CONCERNS ARE; EXCESSIVE NOISE FROM WEDDINGS AND OTHER EVENTS WHICH WILL GREATLY DISRUPT THE TRANQUILITY OF OUR COMMUNITY. ALSO TRAFFIC WILL BE A MONUMENTAL ISSUE FOR THIS RURAL AREA.

THEREFORE WE RESPECTFULLY REQUEST OUR TOWN OFFICIALS TO REJECT THIS REQUEST FOR A SPECIAL USE PERMIT.

	NAME	SIGNATURE	ADDRESS	DATE
45	Beatrice Smith	Beatrice Smith	7139 Jersey Hollow	11/6/25
46	Lisa Smith	Lisa Smith	7139 Jersey Hollow	11/27/25
47	Sue Cross	Sue Cross	7139 Jersey Hollow	11/27/25
48	Cathy Hill	Cathy Hill	7139 Jersey Hollow	1-25-25
49	Thomas Hill	Thomas Hill	7139 Jersey Hollow	1-25-25
50				

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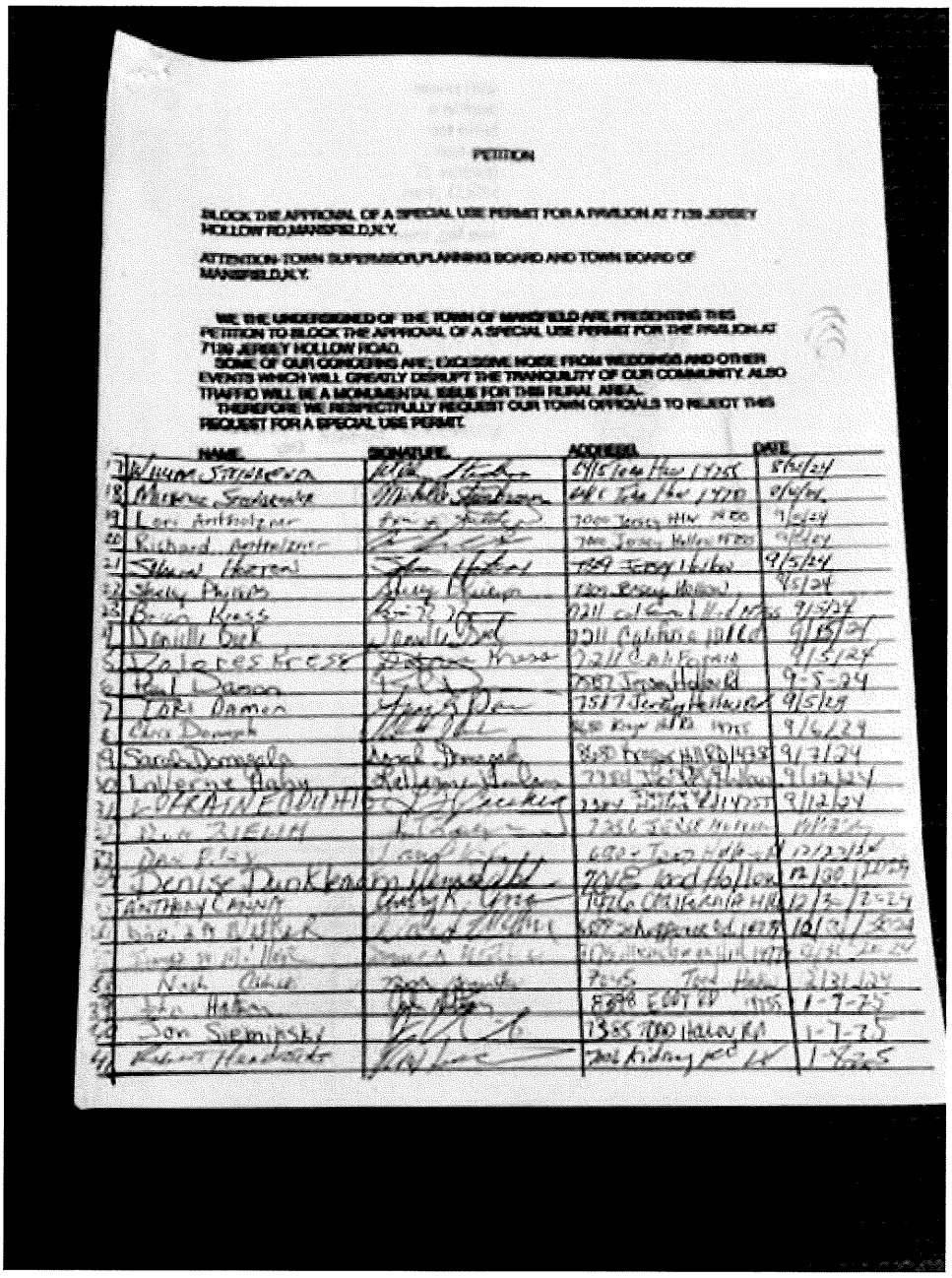
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	NAME	SIGNATURE	ADDRESS	DATE
1	Michael Witmer		7139 Jersey Hollow Rd	1-10-25
2	Katrina Witmer		7139 Jersey Hollow Rd	1-10-25
3	Tom Snow		4086 Owaga Rd	1-11-25
4				
5				

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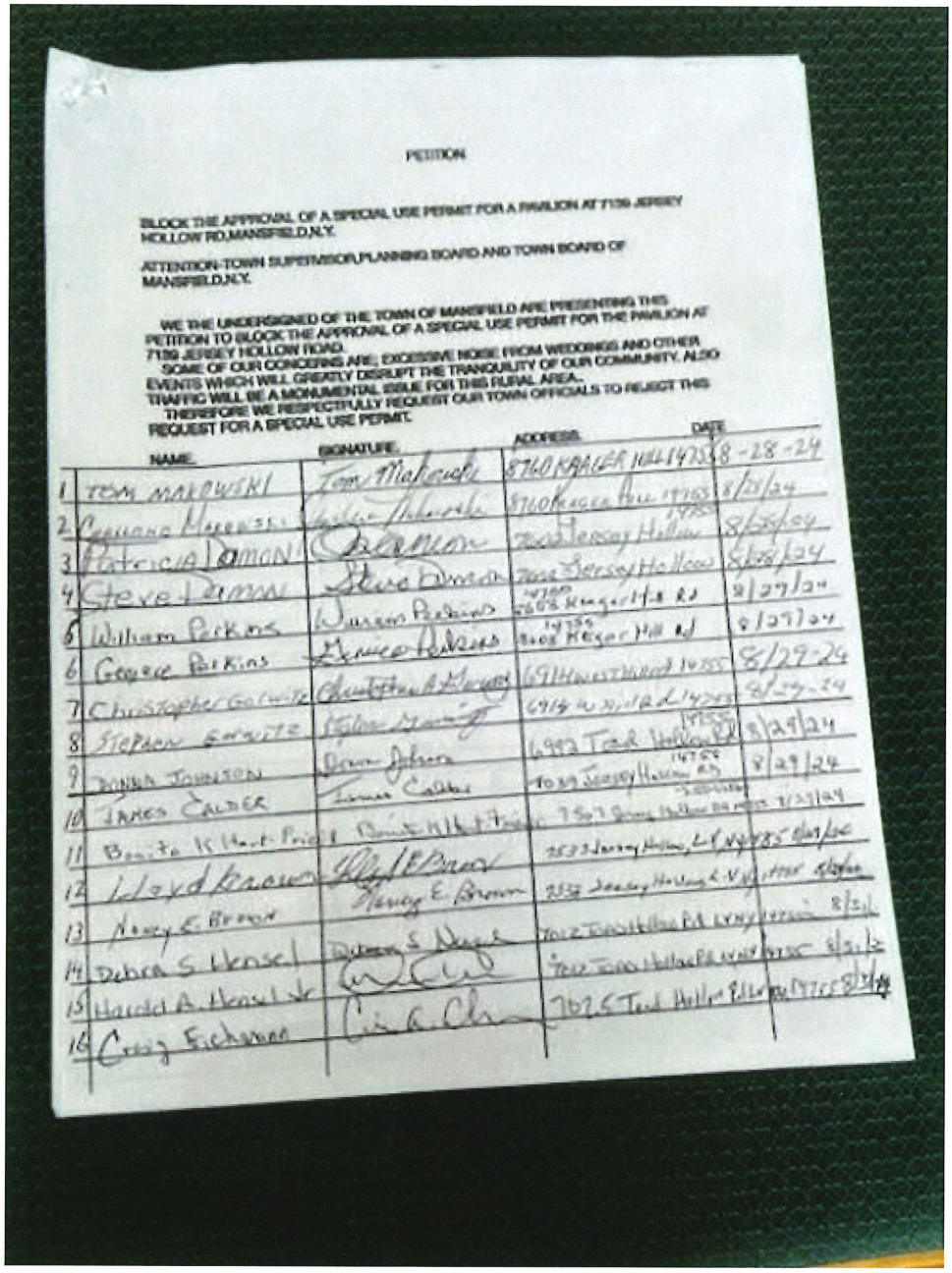
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NAME	SIGNATURE	ADDRESS	DATE
William Stadtmiller		6715 Old Rte 17 N	8/6/24
Marlene Stadtmiller		6715 Old Rte 17 N	8/6/24
Lori Antholzner		7001 Jersey Hollow Rd	9/5/24
Richard Antholzner		7001 Jersey Hollow Rd	9/5/24
Shawn Herron		7139 Jersey Hollow	9/5/24
Shelly Phillips		7001 Jersey Hollow	9/5/24
Brian Kress		7211 Old Rte 17 N	9/5/24
Danielle Dell		7211 Old Rte 17 N	9/5/24
Dolores Kress		7211 Old Rte 17 N	9/5/24
Paul Damon		7517 Jersey Hollow Rd	9-5-24
Lori Damon		7517 Jersey Hollow Rd	9/5/24
Chris Domagala		8[illegible] Rte 17 N	9/6/24
Sarah Domagala		8[illegible] Rte 17 N	9/7/24
Lavergne Haley		7[illegible]	9/12/24
[illegible]		[illegible]	9/12/24
[illegible]		[illegible]	[illegible]
[illegible]		[illegible]	12/22/24
Denise Duckenfield		7[illegible] Jersey Hollow	12/30/24
Anthony Crouse		7[illegible] Old Rte 17 N	12/31/24
[illegible]		[illegible]	12/31/24
[illegible]		[illegible]	[illegible]
Nash Cohen		7[illegible] Jersey Hollow	1/31/25
Jon Hatton		8[illegible] East Rd	1-7-25
Jon Sukmanski		7355 Jersey Hollow Rd	1-7-25
Robert Headwick		7[illegible] Jersey Hollow Rd	1-9-25

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	NAME	SIGNATURE	ADDRESS	DATE
1	TOM MAKOWSKI	Tom Makowski	8760 KRAGER HILL 14755	8-28-24
2	Suzanne Hayes Sr.	Suzanne Hayes	8760 Krager Hill 14755	8/28/24
3	Patricia Damon	Patricia Damon	7139 Jersey Hollow	8/28/24
4	Steve Damon	Steve Damon	7139 Jersey Hollow	8/28/24
5	William Perkins	William Perkins	14755 5608 Kruger Hill Rd	8/29/24
6	George Perkins	George Perkins	14755 5608 Kruger Hill Rd	8/29/24
7	Christopher Galewski	Christopher A Galewski	6914 Krager Hill 14755	8/29/24
8	Stephen Garguilo	Stephen Garguilo	6914 Krager Hill 14755	8-29-24
9	Dawn Johnston	Dawn Johnston	6992 Tarr Hollow Rd 14755	8/29/24
10	James Calder	James Calder	7089 Jersey Hollow Rd 14755	8/29/24
11	Benita K Hart-Price	Benita K Hart-Price	7567 Jersey Hollow Rd 14755	8/29/24
12	Lloyd Brown	Lloyd E Brown	7533 Jersey Hollow, Campbell, NY 14825	8/29/24
13	Nancy E Brown	Nancy E. Brown	7533 Jersey Hollow Rd Campbell NY 14825	8/29/24
14	Debra S Hensel	Debra S Hensel	7012 Jersey Hollow Rd Campbell NY 14825	8/31/24
15	Harold A. Hensel Jr	Harold A. Hensel Jr	7012 Jersey Hollow Rd Campbell NY 14825	8/31/24
16	Craig Fichenau	Craig Fichenau	7025 Tarr Hollow Rd Campbell NY 14825	8/31/24

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Z-2025-01

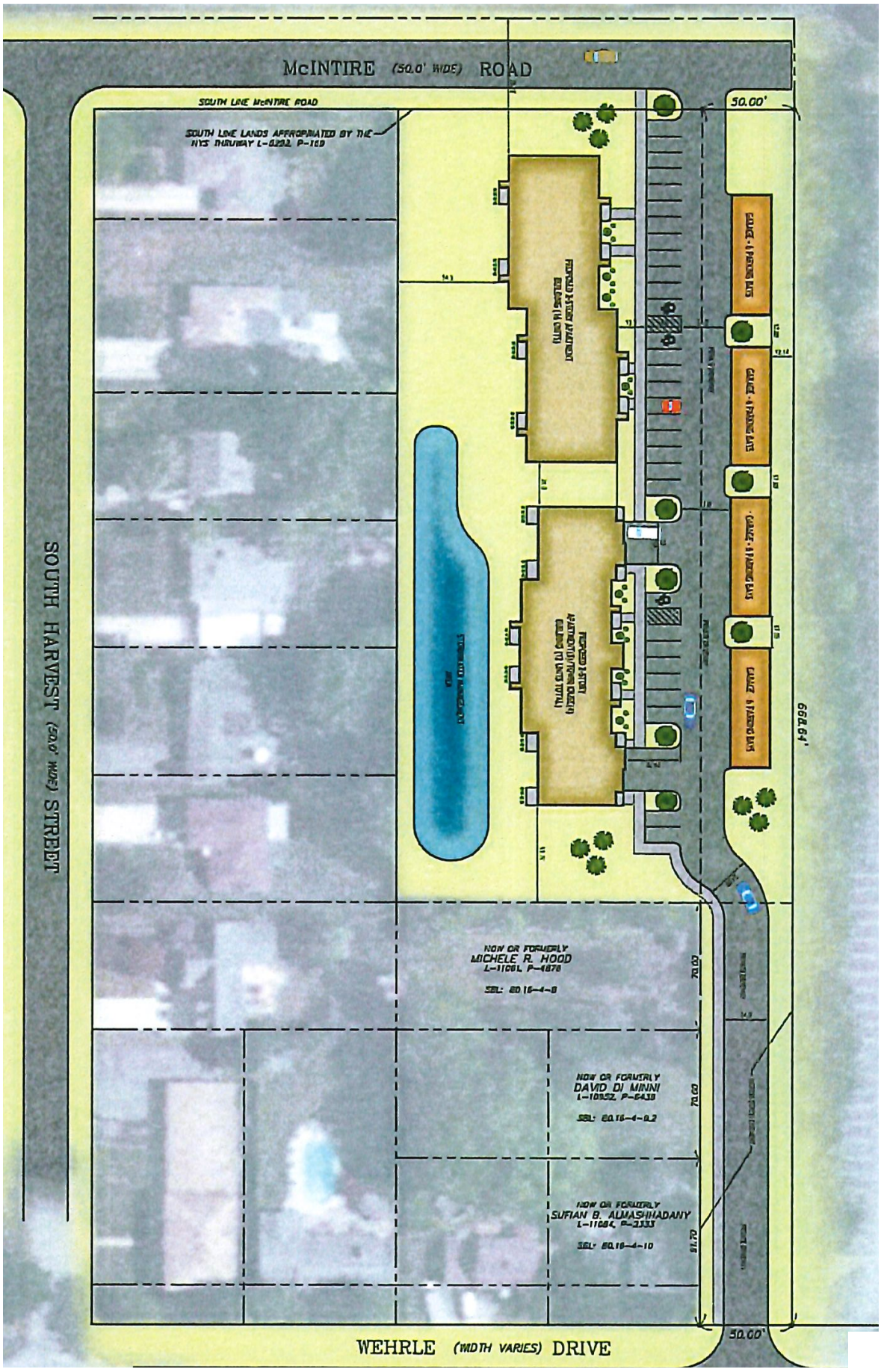
Request to Rezone 2.4± AC of Land from R-3 to MFR-5
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St. and Former South Linden Street ROW
South Linden LLC, Petitioner

May 15, 2025

46, 54, 60, 68, 74 & 84 South Linden Street & Former S. Linden Street R.O.W.

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)



CONCEPT PLAN

Z-2025-01
46, 54, 60, 68, 74 & 84 South Linden Street
2/5/2025

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)





CONCEPTUAL ILLUSTRATIONS

Z-2025-01

46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)



Z-2025-01

Request to Rezone 2.4± AC of Land from R-3 to MFR-5
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St. and Former South Linden Street ROW
South Linden LLC, Petitioner

May 15, 2025

46, 54, 60, 68, 74 & 84 South Linden Street & Former S. Linden Street R.O.W.

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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

April 8, 2025

John Militello
South Linden, LLC
493 Kennedy Road
Cheektowaga, New York 14227

SUBJECT:	Rezoning Application Review	**Z-2025-01**
	Request:	Rezone 2.4 acres from R-3 to MFR-5
	Property located at:	**46, 54, 60, 68, 74 & 84 S. Linden St. & former S. Linden St. Right-Of-Way**
	Revised application received:	April 4, 2025
	Representative:	Block, Longo, LaMarca & Brezinski, PC

Dear Mr. Militello,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments 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. The subject site is located within an archaeologically sensitive area and NYSOPRHP is requiring a Phase 1A/1B archaeological survey. An archaeological assessment will be required prior to the Town making a SEQR determination.

3. Any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.

4. 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 Marshall
Principal Planner

SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Pln_Dpt_Rvw_02142025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Amherst

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

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

RECEIVED
APR 14 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
APR 07 2025
TOWN ATTORNE

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? NO.

If you do not, briefly state why: Per 12(b) short EAF, a review from the New York State Office Park, Recreation and Historic Preservation (NYSOPRHP) is needed.

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: Sebastine Odiata, Esq.

Signature: _____ **Date:** 4/10/2025

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc
cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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 Directo

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

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:** 4/8/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

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: April 9, 2025

SUBJECT: Request to Rezone 2.4±Acres of Land from R-3 To MFR-5, Z-2025-01
Property Location: **46,54,60,68,74 & 84 S Linden St**

Petitioner: **South Linden LLC**

Assessor agrees with all statements

cc: South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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

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

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
APR 08 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: GMP for Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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:** 4/8/25

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Amherst

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

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

RECEIVED
APR 07 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM

April 7, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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)
Martin Polowy, Town Attorney (Local Law Only)
Right-of-Way Agent

FROM: SMP for Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO ~~MFR6~~ **MFR-5, Z-2025-01;** PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST.** SOUTH LINDEN LLC, PETITIONER.

REVISED APPLICATION:
Received April 4, 2025

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: none at this time.

_____.

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:** April 8, 2025

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Rev_Plan_Transmittal_040725.doc

cc: Vaishali Reberholt, Assistant Town Engineer
Scott Marshall
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

March 20, 2025

Scott Marshall
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: DEC
Multifamily Development
Town of Amherst, Erie County, NY
25PR01089

Dear Scott Marshall:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

The OPRHP has reviewed the Phase IA/IB Archaeological Survey Report prepared for this project (March 2025; 25SR00098). No archaeological sites were identified by the survey. Therefore, it is the opinion of the OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If you have any questions, I can be reached at Sydney.Snyder@parks.ny.gov.

Sincerely,



Sydney Snyder
Scientist - Archaeology

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
FEB 11 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 7, 2025

TO: Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent

RECEIVED
FEB 07 2025
TOWN OF AMHERST
BUILDING DEPT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.4± ACRES OF LAND FROM **R3** TO **MFR6**, **Z-2025-01**; PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN ST AND FORMER SOUTH LINDEN STREET RIGHT-OF-WAY**. SOUTH LINDEN LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No objections.

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: _____

Signature: _____ **Date:** _____

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-01_(46_54_60_68_74_&_84_S_Linden_St)_2025\Z-2025-01_Transmittal_020625.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
South Linden LLC, 493 Kennedy Rd., Cheektowaga, NY 14227
Jeffery Palumbo, Esq., 9276 Main St., Clarence, NY 14031

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Carrato, Amy

From: Jim "ike" [redacted]
Sent: Wednesday, June 11, 2025 12:16 PM
To: Carrato, Amy
Subject: Another accident

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 I emailed before in. Regards to The South linden project off Wherle. I cannot emphasize enough the caos this is going to cause. Yet again today another two car accident. This is more frequent than ever with the amount of traffic, speeding and no caring for those of us trying to exit South Autumn and south harvest .

May I request that this be reconsidered

Regards

Jim Eichinger

[redacted]

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Town of Amherst Planning Board:

In reference to the proposed 46,54,60,68,74 & 84 South Linden St and Former South Linden St. rezoning application, I would like to voice my concerns.

It seems like the proposed new build on South Linden Street in Amherst, NY, might have some negative effects, particularly related to traffic issues. The document mentions a "Traffic issue with new build proposed" 1.

Given the context, here are some potential negative effects that could arise from the new build:

1. **Increased Traffic Congestion**: The addition of new buildings can lead to a higher volume of vehicles, which may result in traffic congestion, especially if the infrastructure is not upgraded to handle the increased load.
2. **Safety Concerns**: Without proper traffic signs and speed control measures, the area could become more prone to accidents and unsafe driving conditions.
3. **Noise Pollution**: More traffic can lead to increased noise levels, which might affect the quality of life for residents in the area.
4. **Environmental Impact**: Increased vehicle emissions can contribute to air pollution, which can have adverse effects on the environment and public health.
5. **With the already high volume of traffic on Wherle Dr, residents such as myself and others wait minutes just to get out of our streets now**. This also will contribute to emergency vehicles being unable to access our road in an emergency. The lack of speed control leaves many times during the day and night with speeding vehicles doing well beyond the limit. With several accidents that have occurred in just the last several weeks.

The removal of a forested area for the proposed new build on South Linden Street in Amherst, NY, could have several potential environmental impacts:

From your document:

1. **Loss of Biodiversity**: Forested areas are home to a variety of plant and animal species. Removing these areas can lead to the loss of habitats and a decrease in biodiversity. We already have less wooded areas.
2. **Increased Carbon Emissions**: Trees play a crucial role in absorbing carbon dioxide from the atmosphere. Removing forested areas can reduce this natural carbon sink, leading to higher levels of carbon dioxide in the atmosphere. Increased traffic along with the Thruway and Airport, the quality of air is already at maximum.
3. **Soil Erosion**: Trees and vegetation help to stabilize the soil. Their removal can lead to increased soil erosion, which can affect water quality and lead to sedimentation in nearby water bodies
4. **Impact on Local Climate**: Forested areas can influence local climate conditions by providing shade and releasing moisture into the air. Their removal can lead to changes in local temperature and humidity levels.
5. **Pretty sure by what I have seen that so many new high rise and developments like this will displace even more land that provides cover and sanctuary for Wildlife as well as many bird species**. Even more so with the sightings of Bald Eagles and other falconry in the area.

I am Concerned that if this passes the access in and out of all these streets as well as the increased traffic and vehicles will be a serious detriment to this area. We already deal with thruway noise, Wherle Traffic noise and Airport traffic. Let alone more trash, which the Dollar General store has

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

never once helped in keeping this area free from the trash that spews into our neighborhood. Let's not take all of our little bit of wooded areas away and actually take a moment to think of the residents here that have made this area a home for so many years.

SAVE A SMALL PART OF AMHERST WILLIAMSVILLE PLEASE

James Eichinger
[redacted]

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Carrato, Amy

From: Carrato, Amy
Sent: Thursday, April 17, 2025 5:41 PM
To: Brittany Penberthy; Carrie Kahn; Harbinder Gill; John Davis; Jonathan O'Rourke; Joseph Raffaele Jr ; Michael J. Chmiel
Subject: FW: Rezoning South Linden

-----Original Message-----
From: MaryBeth Hopkins <[redacted]>
Sent: Thursday, April 17, 2025 4:27 PM
To: Carrato, Amy <acarrato@amherst.ny.us>; Howard, Dan <DHOWARD@amherst.ny.us>; Ulatowski, Daniel <dulatowski@amherst.ny.us>; Marshall, Scott <SMarshall@amherst.ny.us>; Palumbo, Gary <gpalumbo@amherst.ny.us>; Quinn, James <jquinn@amherst.ny.us>
Subject: Rezoning South Linden

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.

To the Amherst Planning Board:
It saddened me to see the proposed listing for rezoning of the small parcel on South Linden to Multi-Family.

I'm confused by the information presented for rationale. Not to mention the fact that the proposed development is slated to be built along a section of Wherle Drive that is often grid-locked multiple hours of the day. The lack of a turning lane makes it risky entering or existing the neighborhood. The idea of adding more traffic is dangerous.

On the initial application for rezoning question 2 "Why cannot land be used with existing zoning?" Petitioner states "Existing residential single family zoning is not conducive to the area given the immediately adjacent Youngman Highway." How can this be true? I live in a single family residential neighborhood adjacent to the Youngman Highway. Don't the people living on South Autumn and South Harvest count?

Still more confusion
Under Rationale for Request of Amendment it states :
-"Quality development while respecting appropriate buffers in existing neighborhoods" How can this be true? The development would dump a large amount of traffic on our two small residential streets. These streets don't have sidewalks. How does this respect the existing neighborhoods?

-"Townhome community seeks to "raise the bar" by adding a new lifestyle choice in an underserved area" How can this be true ? " There are so many options available within a 3 mile radius. The Mosey on Main Street has vacancies, Asher Crossing has vacancies not to mention the condos behind my house Union Common, patio homes on Cayuga, Canterbury Manor, Claire Moore, the new development at Essjay(Blocher Home) and so many more! We have an OVERFLOW!
WHAT THERE IS NOT - IS SINGLE FAMILY AFFORDABLE HOMES!
Or ANY SINGLE FAMILY HOMES!

-"Providing diverse choice of living for empty nesters and young professionals"
Again, How can this be true? Empty nesters do not want to share walls. Empty nesters want their own space and ATTACHED GARAGES! We live in Buffalo. There's snow and ice. Empty nesters do not want to carry groceries across the parking lot!!!

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

And young professionals want amenities! It doesn't sound like there are any amenities.

-"Carefully using vacant land with infill development" How can this be true? If it was carefully developed the townhomes would be away from the existing single family homes and back up to the Lamm Post. They would have attached garages and some more green space. It would be closed off at McIntire Road.

I'm not against building on this property. I'm against rezoning it to multi-family. We need more single family homes!

Thanks for your consideration,
Mary Beth Hopkins
[redacted]

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

RECEIVED
APR 14 2025
TOWN OF AMHERST
PLANNING DEPT.

Dear Planning Board,

My name is John Lauffer and I live at 59 South Harvest Street, and I am writing in regards to the "Request to rezone 2.4 acres of land from R-3 to MFR-6" file number Z-2025-01.

As a resident of a street that this project would directly affect, I would ask that you reject the request to rezone for apartments. In my opinion this project has had too many iterations already and I feel like the developer has not been upfront with what he actually plans to build on the land. This project started out as "upscale townhouses" and now I believe it has morphed into apartment buildings?

That being said, have there been any studies of the area to see if these residential properties are needed or wanted? I see a lot of empty buildings for lease in the area and it would be a shame to wipe out a nice natural space for there to be more empty buildings. And there are many times when the noise pollution in our area can be unbearable. How many renters will stay in these buildings once they hear the planes flying overhead? Being locked into a mortgage is one thing, but what's stopping a renter from leaving once a 747 flies 20 feet above their apartment.

Also traffic diverts from Main Street to Wehrle at rush hour daily and makes it incredibly difficult to get off my street. Adding however many residential properties will make it completely impossible. Will the town be adding any sort of traffic light to South Linden? Will they add sidewalks and street lights to our street for safety? We live on a nice quiet street with young children now. How many of these renters will be using our street as some sort of cut through to get to the development, thus increasing traffic on our street. And without sidewalks or streetlights that could be very dangerous at night.

Finally, in the spring it is basically a swamp back there. I am sure they will put some sort of drainage in but will that divert more water to my already swampy yard? There was mention in the past of a retention pond of some kind. How close to my property would that be? Will they plant trees or something so we do not have to look at the eyesore of apartment buildings in our back yard?

I ask that the Planning Board to take these thoughts of a concerned citizen into consideration when they make their final decision on the matter. Thank you for taking the time for my concerns on this matter.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Carrato, Amy

From: John Lauffer <[redacted]>
Sent: Wednesday, April 9, 2025 11:49 AM
To: Carrato, Amy
Subject: South Linden St.

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.

Hello,

My name is John Lauffer and I live at [redacted] and I am writing in regard to the "Request to rezone 2.4 acres of land from R-3 to MFR-6" file number Z-2025-01.

As a resident of a street that this project would directly affect, I would ask that you reject the request to rezone for apartments. In my opinion this project has had too many iterations already and I feel like the developer has not been upfront with what he actually plans to build on the land. This project started out as "upscale townhouses" and now I believe it has morphed into apartment buildings?

That being said, have there been any studies of the area to see if these residential properties are needed or wanted? I see a lot of empty buildings for lease in the area and it would be a shame to wipe out a nice natural space for there to be more empty buildings. And there are many times when the noise pollution in our area can be unbearable. How many renters will stay in these buildings once they hear the planes flying overhead? Being locked into a mortgage is one thing, but what's stopping a renter from leaving once a 747 flies 20 feet above their apartment.

Also traffic diverts from Main Street to Wehrle at rush hour daily and makes it incredibly difficult to get off my street. Adding however many residential properties will make it completely impossible. Will the town be adding any sort of traffic light to South Linden? Will they add sidewalks and street lights to our street for safety? We live on a nice quiet street with young children now. How many of these renters will be using our street as some sort of cut through to get to the development, thus increasing traffic on our street. And without sidewalks or streetlights that could be very dangerous at night.

Finally, in the spring it is basically a swamp back there. I am sure they will put some sort of drainage in but will that divert more water to my already swampy yard? There was mention in the past of a retention pond of some kind. How close to my property would that be? Will they plant trees or something so we do not have to look at the eyesore of apartment buildings in our back yard?

I ask that the Planning Board to take these thoughts of a concerned citizen into consideration when they make their final decision on the matter. And I apologize for not being at the Public Hearing to deliver these comments in person, these always seem to get scheduled during my work hours. Thank you for your time.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Carrato, Amy

From: [redacted]
Sent: Monday, April 7, 2025 8:03 PM
To: Carrato, Amy
Subject: Rezone proposal for South Linden
Attachments: town notice.docx

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.

Amherst Planning Department,
per the letter dated April 4 2025 for request to rezone 2.4+- acres of land ffrom R-3 to MFR-6 46, 54, 60, 68,74 & 84 South Linden St i would like to address my concerns with the Attached letter of conceened Citizens of South Autumn And South Harvest st's that would be effected by this change
Regards
James Eichinger

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Argument Against the Rezoning Proposal for South Linden St

An Appeal to Preserve the Integrity of Our Community

The proposed rezoning of 46, 54, 60, 68, 74, and 84 South Linden St has raised significant concerns among the residents and stakeholders of our community. This document outlines the primary arguments against the rezoning proposal, emphasizing the potential negative impacts on the community's character, infrastructure, and overall quality of life.

1. Preservation of Community Character

South Linden St is known for its charming residential character, with a mix of historic homes and well-maintained properties that reflect the area's rich heritage. The proposed rezoning threatens to disrupt this character by introducing high-density developments that are incongruent with the existing architectural style and community aesthetics. Preserving the unique identity of South Linden St is crucial for maintaining the sense of belonging and pride among its residents.

1.1 Historical Significance

Several properties along South Linden St hold historical significance, representing architectural styles and cultural heritage that date back to the early 20th century. Rezoning the area for commercial or high-density residential use could lead to the demolition or alteration of these historic structures, resulting in an irreplaceable loss for the community and future generations.

2. Impact on Infrastructure and Services

The infrastructure and services of South Linden St are currently tailored to a low-density residential area. Rezoning to allow for higher-density developments would place undue strain on the existing infrastructure, including roads, public transportation, water supply, sewage systems, and public services such as schools and healthcare facilities.

2.1 Traffic Congestion

Increased density would inevitably lead to higher traffic volumes on South Linden St, exacerbating congestion and potentially compromising the safety of pedestrians and cyclists. The narrow streets and limited parking options are already a challenge for

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

residents, and additional traffic could further deteriorate the quality of life in the neighborhood. . As of now, we have enough congestion on Wherle Drive where residents of South Autumn and South Harvest have issues leaving or entering their streets due to lack of concerns by motorists to leave road entrances and exiting blocked. Morning and evening commutes are frustrating to say the least and now adding even more issues with this proposal will only make matters worse. There is no speed enforcement whatsoever, No signage to Not block roads and no stop signs or pedestrian walkways for safe foot traffic.

2.2 Public Services Overload

Higher population density would demand more from public services, including schools, healthcare facilities, and emergency services. Local schools may face overcrowding, affecting the quality of education for current and future students. Healthcare facilities would also experience increased pressure, potentially leading to longer wait times and reduced access to essential services

3. Environmental Considerations

The proposed rezoning could have significant environmental implications for South Linden St and its surrounding areas. High-density developments often lead to increased pollution, reduced green spaces, and adverse effects on local wildlife. Certainly more woodland destruction that already is being taken by other developments in the area.

3.1 Loss of Green Spaces

Green spaces play a vital role in enhancing the quality of life for residents by providing areas for recreation, relaxation, and community gatherings. Rezoning to accommodate higher-density developments could result in the loss of these valuable green spaces, depriving residents of essential natural amenities.

3.2 Increased Pollution

Higher population density often correlates with increased pollution levels, including noise, air, and water pollution. These environmental impacts can have detrimental effects on the health and well-being of residents, particularly vulnerable populations such as children and the elderly.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

4. Economic and Social Impact

The rezoning proposal may lead to economic and social consequences that could undermine the stability and cohesion of the South Linden St community.

4.1 Property Values

While proponents of rezoning may argue that higher-density developments could boost property values, the reality is that such changes often introduce market volatility and uncertainty. Long-term residents may face increased property taxes and living costs, potentially leading to displacement and a loss of community continuity.

4.2 Social Cohesion

The introduction of high-density developments could alter the social fabric of South Linden St, creating a transient population with less investment in the community's long-term well-being. Preserving the existing low-density residential zoning helps maintain social cohesion and fosters a strong sense of community among residents.

5. Alternative Solutions

Rather than pursuing rezoning, there are alternative solutions to address the needs of the community and future growth without compromising the character and integrity of South Linden St.

5.1 Community-Informed Development

Engaging with residents and stakeholders to develop a comprehensive plan that reflects the community's values and priorities is essential. This approach ensures that any development aligns with the long-term vision for South Linden St and addresses the concerns of current residents.

5.2 Sustainable Development Practices

Focusing on sustainable development practices, such as adaptive reuse of existing structures and promoting green building standards, can help accommodate growth while minimizing environmental impacts. These practices preserve the community's character and promote a healthier, more sustainable future.

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

Conclusion

In conclusion, the proposed rezoning of 46, 54, 60, 68, 74, and 84 South Linden St poses several risks to the community's character, infrastructure, environment, and social fabric. By considering the arguments presented and exploring alternative solutions, we can ensure that South Linden St remains a vibrant, cohesive, and sustainable community for current and future generations. It is imperative that we preserve the unique identity and quality of life that make South Linden St a cherished place to live.

Regards

Concerned Citizens of South Autumn and South Harvest Streets

James Eichinger

Attachment: Z-2025-01 TB letter packet 112025 (RES-2025-945 : Local Law to Amend the Zoning Map - South Linden, Z-2025-01)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31141 **RESOLUTION 2025-946** **ADOPTED**

SEQR Determination (330 Maple Road (Portion), Z-2007-03_A)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, and after completing a coordinated environmental review of the proposed project at 330 Maple Road which is a Type I action, the Town Board hereby declares itself as the designated lead agency, and be it further

RESOLVED, that this Town Board acting in capacity as the designated SEQR Lead Agency has reviewed a request to amend the restrictions imposed as part of a previous rezoning approval at 330 Maple Road (portion) and has identified the areas of environmental concern by reviewing all relevant information with the assistance of the Town's professional Planning Department staff including those environmental concerns identified in comments received from involved and interested agencies, and has thoroughly evaluated the identified potential adverse environmental impacts (the "hard look" requirement) and determined that the action will not result in any potentially significant adverse environmental impacts, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/10/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and uninamiously approved 5-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project:**	Z-2007-03A
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date:**	November 10, 2025

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: Amend Restrictions Imposed as a Condition of Rezoning Approval

SEQR Status: Type I Action

Description of Action: See attachment "A"

Location: 330 Maple Road (portion), Amherst, Erie County

Petitioner: 716 Sports Complex , LLC

REASONS SUPPORTING THIS DETERMINATION

See attachment "A"

Part 1 of Full EAF with Attachments A and B - Date: October 1, 2025 *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: 716 Sports Complex and Hotel		
Project Location (describe, and attach a general location map): Portion of 330 Maple Road [SBL No. 55.03-1-10]		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of two (2) indoor dome sports complexes, each 275 ft x 500 ft totalling 275,000 sf, a 2-story, 50,000 sf commerical/retail building and a 75,000 sf five (5) story hotel. Development includes associated parking, internal roadways, pedestrian walkways, lighting, landscaping, and utility infrastructure. The action has been defined broadly to include all proposed site improvements and all required discretionary approvals and permits needed from municipal boards of the Town of Amherst and involved agencies. The proposed action is a Type I action pursuant to SEQRA and as such the Project Sponsor is requesting that the Town of Amherst conduct a coordinated environmental review pursuant to SEQRA.		
Name of Applicant/Sponsor: 716 Sports Complex, LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 35 California Drive, Suite 100		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Amherst	Telephone: E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

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	Application for Relief of Zoning Conditions	October 2, 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	October 2025
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Area Variances	October 2025
d. Other local agencies ☑Yes ☐No	IDA - PILOT	To be Determined
e. County agencies ☑Yes ☐No	ECDPW - Highway Work Permit	To be Determined
f. Regional agencies ☐Yes ☐No		
g. State agencies ☑Yes ☐No	NYSDEC - SPDES and DSCA	October 2025
h. Federal agencies ☐Yes ☑No		

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):

Remediaton Sites:C915207, 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):

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

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?
A 100-foot width of property frontage along Maple Road is zoned Recreation Conservation District (RC), while the remainder of the property is General Business (GB).

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? _____

C.4. Existing community services.

a. In what school district is the project site located? Amherst Central School District

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?
Volunteer Fire Department

d. What parks serve the project site?
There are various parks that are accessible from the project site.

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)? Sports complex, retail space and hotel

b. a. Total acreage of the site of the proposed action? 21.3 acres
b. Total acreage to be physically disturbed? 19.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 21.3 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)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☑ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated 2
- Anticipated commencement date of phase 1 (including demolition) March month 2026 year
- Anticipated completion date of final phase Sep month 2027 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Phase 1 includes the domes and commercial buildings, scheduled to be substantially complete by May of 2027. The hotel will be developed in Phase 2 and constructed by the hotel developer under a separate project schedule, unknown at this time.

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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				
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 4
ii. Dimensions (in feet) of largest proposed structure: 100' height; 275' width; and 500' length
iii. Approximate extent of building space to be heated or cooled: 400,000 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: Stormwater management
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Runoff from impervious surfaces
iii. If other than water, identify the type of impounded/contained liquids and their source.
Not Applicable
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: .57 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): USACE Non-Jurisdictional wetlands mapped by Earth Dimensions, Inc. dated August 12, 2021

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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: 44750 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: Erie County Water Authority
- 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:
- Source(s) of supply for the district:

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: 44750 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 wastewater

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 Sewer Treatment Plant
- Name of district: Town of Amherst Consolidated Sewer District
- 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: _____

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 15.3 acres (impervious surface)

_____ Square feet or 21.3 acres (parcel size)

ii. Describe types of new point sources. _____

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)?

Directed to on-site stormwater management facility for treatment and detention then directed to existing off-site underground municial stormwater main on Maple Road.

- 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): 0

iii. Parking spaces: Existing 0 Proposed 500 Net increase/decrease +500

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:

New full movement driveway on Maple Road

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:

TBD

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

Local grid

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: 7:00 to 5:00
- Saturday: As needed
- Sunday: Not Applicable
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: 7:00 to 10:00
- Saturday: 7:00 to 10:00
- Sunday: 7:00 to 10:00
- Holidays: TBD

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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:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

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:

Dark sky compliant lighting that complies with the requirements contained in the Zoning Code.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

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: TBD tons per TBD (unit of time)
- Operation : TBD tons per TBD (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: TBD. Recycle Materials to the greatest extent possible
- Operation: TBD

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: TBD
- 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): Athletic fields and golf course

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	15.3	+15.3
• Forested	1.7	0	-1.7
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	19.6	6	-13.6
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	21.3	21.3	0

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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): C915207
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
The contamination on the Project Site has previously been remediated per the NYSDEC BCP Program requirements. A copy of the Certificate of Completion issued by the NYSDEC on May 7, 2012 is provided at Attachment "A".
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): C915207, C915291
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? 8 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:

Od - Odessa silt loam (D)	79.0 %
SaA - Schoharie silt loam (D)	21.0 %
	%

d. What is the average depth to the water table on the project site? Average: 1.75 feet

e. Drainage status of project site soils:

☐ Well Drained:	0 % of site
☐ Moderately Well Drained:	0 % of site
☑ Poorly Drained	100 % of site

f. Approximate proportion of proposed action site with slopes:

☑ 0-10%:	100 % of site
☐ 10-15%:	0 % of site
☐ 15% or greater:	0 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name 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: _____

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:
Typical 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: _____

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.

A copy of the No Impact Determination Letter issued by the NYS Office of Parks, Recreation and Historic Preservation on September 24, 2025 is provided at Attachment "B".

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name 716 Sport Complex, LLC Date October 1, 2025

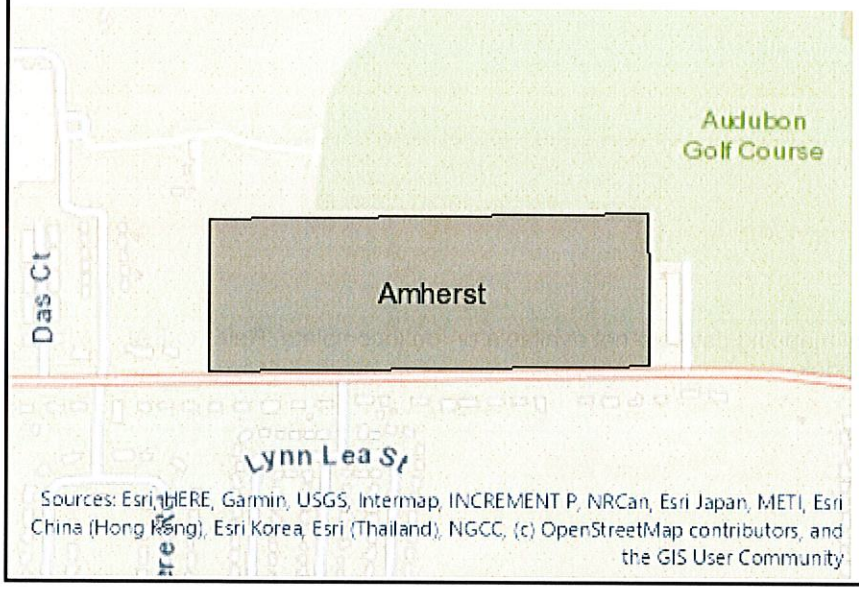
Signature _____ Title Project Engineer

PRINT FORM

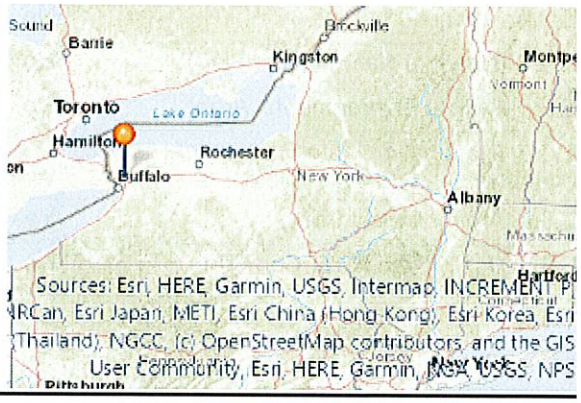
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EAF Mapper Summary Report

Tuesday, September 30, 2025 3:45 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]	Remediaton Sites:C915207, NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C915207
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915207, C915291
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 - Wetlands Name]	Federal Waters

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E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
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: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

ATTACHMENT 1 OF PART 1 OF FULL EAF

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

NYSDEC BROWNFIELD CLEANUP PROGRAM (BCP)

CERTIFICATE OF COMPLETION

CERTIFICATE HOLDER(S):

Name	Address
BUFFALO-MAPLE ROAD, LLC AND MAPLE ROAD LODGING, LLC	570 Delaware Avenue, Buffalo, NY 14202

BROWNFIELD CLEANUP AGREEMENT:

Application Approval: 8/26/12 **Agreement Execution:** 9/22/06 **Agreement Index No.:** B9-0724-06-07

Application Approval Amendment: 5/9/07 **Agreement Execution Amendment:** 6/18/07

SITE INFORMATION

Site No.: C915207 **Site Name:** 330 Maple Road Site

Site Owner: Buffalo-Maple Road, LLC

Street Address: 330 Maple Road

Municipality: Williamsville **County:** Erie **DEC Region:** 9

Site Size: 26.000 Acres

Tax Map Identification Number(s): Portion of 55.03-1-10

Percentage of site located in an En Zone: 0 - 49 %

A description of the property subject to this Certificate is attached as Exhibit A and a site survey is attached as Exhibit B.

CERTIFICATE ISSUANCE

This Certificate of Completion, hereinafter referred to as the "Certificate," is issued pursuant to Article 27, Title 14 of the New York State Environmental Conservation Law ("ECL").

This Certificate has been issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the Brownfield Site Cleanup Agreement, as well as any other relevant information regarding the Site, that the applicable remediation requirements set forth in the ECL have been or will be achieved in accordance with the time frames, if any, established in the remedial work plan.

The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements):

Allowable Uses under the BCP: Residential, Restricted-Residential, Commercial, and Industrial

Cleanup Track: Track 2: Restricted use with generic soil cleanup objectives

Tax Credit Provisions for Entities Taxable Under Article 9, 9-A, 32, and 33:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 12 %.
Tangible Property Credit Component Rate is 12 %.

Tax Credit Provisions for Entities Taxable Under Article 22 & S Corporations:
Site Preparation and On-Site Groundwater Remediation Credit Component Rate is 10 %.
Tangible Property Credit Component Rate is 10 %.

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

LIABILITY LIMITATION

Upon issuance of this Certificate of Completion, and subject to the terms and conditions set forth herein, the Certificate holder(s) shall be entitled to the liability limitation provided in ECL Section 27-1421. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in ECL Section 27-1421. The liability limitation shall be subject to all rights reserved to the State by ECL Section 27-1421.2 and any other applicable provision of law.

CERTIFICATE TRANSFERABILITY

This Certificate may be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by ECL Section 27-1419.5 and 6NYCRR Part 375-1.9.

CERTIFICATE MODIFICATION/REVOCATION

This Certificate of Completion may be modified or revoked by the Commissioner following notice and an opportunity for a hearing in accordance with ECL Section 27-1419 and 6NYCRR Part 375-1.9(e) upon a finding that:

(1) either the Applicant or the Applicant's successors or assigns have failed to comply with the terms and conditions of the Brownfield Site Cleanup Agreement;

(2) the Applicant made a misrepresentation of a material fact tending to demonstrate that it was qualified as a Volunteer;

(3) either the Applicant or the Applicant's successors or assigns made a misrepresentation of a material fact tending to demonstrate that the cleanup levels identified in the Brownfield Site Cleanup Agreement were reached;

(4) there is good cause for such modification or revocation;

(5) either the Applicant or the Applicant's successors or assigns failed to manage the controls or monitoring in full compliance with the terms of the remedial program;

(6) the terms and conditions of the environmental easement have been intentionally violated or found to be not protective or enforceable.

The Certificate holder(s) (including its successors or assigns) shall have thirty (30) days within which to cure any deficiency or to seek a hearing. If the deficiency is not cured or a request for a hearing received within such 30-day period, the Certificate shall be deemed modified or vacated on the 31st day after the Department's notice.

Joseph J. Martens
Commissioner
New York State Department of Environmental Conservation

By: _____ Date: May 7, 2012
Robert W. Schick, P.E., Acting Director
Division of Environmental Remediation

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

ATTACHMENT 2 OF PART 1 OF FULL EAF

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner Pro Tempore

September 24, 2025

Joseph Bognanno
300 State Street
Rochester, NY 14614

Re: DEC
716 Sports
Town of Amherst, Erie County, NY
25PR08945

Dear Joseph Bognanno:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above. If you have any questions, please contact Sydney Snyder at the following email address:

Sydney.Snyder@parks.ny.gov

Sincerely,

R. Daniel Mackay

Deputy Commissioner for Historic Preservation
Division for Historic Preservation

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

Agency Use Only [If applicable]

Project : 330 Maple Road

Date : November 10, 2025

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)

☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: None identified		☑	☐

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☑
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

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l. Other impacts: None Identified		☑	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source:	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts:		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

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g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. ☑ NO ☐ YES
(See Part 1. D.2.f., D.2.h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☐ NO ☑ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: SHPO No Impact Determination Letter dated September 24, 2025	E3g	☑	☐

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d. Other impacts: None Identified		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts:		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts:		☐	☐

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13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☐ NO ☑ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☑
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☑
c. The proposed action will degrade existing transit access.	D2j	☑	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☑	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☑	☐
f. Other impacts: None Identified		☑	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☑
e. Other Impacts: None Identified		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☑ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

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d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☑
f. Other impacts: None Identified		☐	☐

16. Impact on Human Health
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES
If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts:			

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☐ NO ☑ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☑	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☑	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☑	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☑	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☑
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☑	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☑	☐
h. Other: None Identified		☑	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☐ NO ☑ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☑	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☑	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☑	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☑	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☑
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☑	☐
g. Other impacts: None Identified		☐	☐

PRINT FULL FORM

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Agency Use Only [IfApp]
Project : Z-2017-03_A
Date : November 10, 2025

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attachment A.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

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Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Attachment A..

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Amherst Town Board as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Sports Complex Project

Name of Lead Agency: Town of Amherst Town Board

Name of Responsible Officer in Lead Agency: Brian J. Kulpa

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Daniel C. Howard Date: 11/5/25

For Further Information:

Contact Person: Daniel C. Howard, Planning Director

Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, NY 14221

Telephone Number: 716-631-7051

E-mail: dhoward@amherst.ny.us

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

Attachment A of Part 3 of Full Environmental Assessment Form (FEAF)

PROJECT DESCRIPTION:

The petitioner is requesting restrictions imposed as a condition of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from Community Facilities District ("CF") to General Business District ("GB") (Z-2007-03) be amended to allow for the potential future use of the site as a sports complex. The sports complex is proposed to be constructed on a property that was formerly the Buffalo Gun Club and is zoned GB and Recreation Conservation District ("RC") (hereinafter the "Project Site"). The Project Site consists of a 21.3± acre rectangular shaped parcel that is a portion of 330 Maple Road with 1,350± feet of frontage at a depth of 633.27± feet. The site is located on the north side of Maple Road 1,085± feet east of North Maplemere Road, 3,250± feet west of North Forest Road and to the northeast of the intersection of Donna Lea Boulevard and Maple Road.

The sports complex consists of 400,000 ± sq. ft. of space comprised of two domed indoor sports venues that would be 137,500 sq. ft. each and 85 feet in height and a 2-story 50,000 sq. ft. commercial/retail building that connects the two domes (collectively the "Project"). The Project also includes on-site parking, internal access aisles, a proposed signalized driveway and a gated emergency access only driveway onto Maple Road, pedestrian walkways, lighting, landscaping, and utility infrastructure including a stormwater management system that will comply with stringent stormwater quality and quantity standards for a project that will result in greater than one (1) acre of disturbance. The action has been defined broadly to include all proposed site improvements as described above as well as all required discretionary approvals and permits needed from municipal boards of the Town of Amherst and involved agencies.

The original project concept included a 5-story hotel that has been removed from the project layout. The potential future hotel is not part of the environmental review of this Project and will require a separate environmental review pursuant to SEQR in the future if proposed, as well as the required approvals from the Town's municipal boards and the approvals and permits required from involved agencies. Given that the potential future hotel is speculative at this time and the acknowledgement above that the potential future hotel will require a separate environmental review pursuant to SEQR in the future, the Town Board's environmental review of the Project does not constitute segmentation which is defined in the SEQR Regulations as the improper practice of dividing a single, larger project into smaller, independent parts to avoid a comprehensive environmental review.

The petitioner is requesting restrictions imposed as a condition of the Town Board's approval of June 2, 2008 for the rezoning of 28.11 acres of land from Community Facilities District ("CF") to General Business District ("GB") (Z-2007-03) be amended to allow for the potential future use of the site as a sports complex. The sports complex will contain 400,000 ± sq. ft. of space comprised of two domed indoor sports venues that would be 137,500 sq. ft. each and 85 ft. in height, and a 2 story 50,000 sq. ft. commercial/retail building that connects the two domes. The Petitioner is seeking amendment of the original restrictions of rezoning approval imposed by the Town Board on June 2, 2008 that were as follows:

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1. The creation of a 4.5-acre conservation project area, 101 feet in depth, fronting Maple Road on property described in Schedule "B".

2. The Brownfield Cleanup Program will be instituted in a manner that results in the project site being cleaned to New York State Department of Environmental Conservation residential standards.

3. No single retail user shall be greater than 50,000 square feet in size.

4. A maximum building height limitation of 50 feet for any structure.

5. No freestanding drive-thru fast-food restaurants.

6. No freestanding drive-thru pharmacies.

7. Petitioners, their successors and assigns agree to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The petitioner has proposed the following four (4) amended restrictions that require approval of the Town Board:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site including but not limited to signage for the Project and green stormwater management improvements.

2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.

3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

The Planning Board at their meeting of October 16, 2025 held a public hearing on the request to amend the restrictions previously imposed as part of a rezoning approval. The Planning Board unanimously recommended that the request to amend of the original restrictions of rezoning approval be approved by the Town Board. The findings of the Planning Board in support of its unanimous favorable recommendation were as follows:

A. The proposed request for relief of zoning conditions is generally consistent with the

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policies of the Comprehensive Plan, and the Town's Conceptual Land Use Plan (Figure 6) that recommends a Commercial/ Mixed-Use designation as the subject location.

B. There may be adequate services and utilities available or proposed to be made available for the request for relief of zoning conditions to allow for the proposed construction of the development. Further information is necessary to determine the adequacy of existing infrastructure.

C. The proposal for relief of zoning conditions as represented in the concept plan is a permitted use under the present zoning district and conforms to the uses of adjacent properties. The concept plan represents proposed buildings that do not meet the dimensional standards of the zoning ordinance for the height allowed in the existing zoning district.

D. The subject property is suitable for the use which relief of conditions are being sought.

E. The proposed relief of conditions may tend to improve the balance of uses, or may meet a specific demand in the Town and the Western New York area.

The Planning Board recommended one (1) condition in connection with its recommendation to the Town Board stating as follows: "That the proposed development makes every effort to reduce the building heights and locate the structures as far north from the Maple Road right-of-way as possible."

The Project has been classified as a Type I action pursuant to 6 NYCRR Part 617 of the State Environmental Quality Review Act ("SEQR") and Town Code Chapter 104, as amended, and the Project has been the subject of a coordinated environmental review pursuant to SEQR.

On October 3, 2025, the Planning Department issued a lead agency solicitation letter on behalf of the Town Board to various involved and interested agencies including the New York State Department of Environmental Conservation ("NYSDEC"), the New York State Department of Transportation ("NYSDOT"), the Erie County Department of Public Works ("ECDPW"), the Erie County Department of Environment and Planning ("ECDEP"), and the Williamsville Central School District ("WCSD"),. During its meeting held on October 15, 2025, the Zoning Board of Appeals adopted a resolution concurring that the Town Board should be the lead agency for the coordinated environmental review of the Project. The thirty (30) day comment period for involved agencies to object to the Town Board's request to be the designated lead agency expired on November 3, 2025. None of the involved agencies objected to the Town Board's request to be the designated lead agency for purposes of the coordinated environmental review of the Project.

Within Part 2 of the Full Environmental Assessment Form, the Town Board, acting in its capacity as the designated lead agency, with the assistance of the Planning Department, has determined that certain categories of identified adverse environmental impacts will result in moderate to large impacts. Below is a summary of the evaluation of the relevant identified adverse environmental impacts determined to be moderate to large within Part 2 of the Full Environmental Assessment Form.

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1. **Impact on Surface Water:**

Question 3d: The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.

Response: On October 17, 2025, the NYSDEC issued a letter in response to the letter from Alex Molik to the NYSDEC dated October 7, 2025 requesting that the Project Site be exempt from the NYSDEC wetland regulations that went into effect on January 1, 2025. The letter from the NYSDEC dated October 17, 2025 stated as follows:

> "This letter is in response to the request you submitted on behalf of 716 Sports Complex LLC for a determination on whether this proposed project is eligible for the transition period outlined in the amended Part 664 wetland regulations, specifically 6 NYCRR 664.1(d). After consultation with regional and Central Office DEC staff in both the Division of Environmental Permits and Bureau of Ecosystem Health, DEC has determined that this project is not eligible for the transition period outlined in 6 NYCRR 664.1(d) based on the State Environmental Quality Review (SEQR) review done for a previous and different project at this site.
>
> The transition period in the regulation provides for situations where a project sponsor is proceeding with the project based on approvals in place. The SEQR documentation provided is not applicable to the new proposed sports fieldhouse project. In this case, the proposed project is still being reviewed under SEQR and no local approvals have been issued for this specific project. Therefore, the project sponsor should expect to conform to the current regulations.
>
> If the wetland delineation report has not yet been submitted for review and boundary verification, please submit it as soon as possible so that the review can be expedited to the extent possible."

On September 25, 2025, Alex Molik of LaBella Associates submitted a Jurisdictional Determination Request with supporting documentation the Wetland Delineation Report prepared by LaBella Associates dated September 25, 2025 to the NYSDEC.

The Wetland Delineation Report was prepared for the purpose of obtaining concurrence from the United States Army Corps of Engineers ("USACE") – Buffalo District and the NYSDEC on jurisdictional wetland and stream boundaries within the Study Area in support of the proposed Project. Specific tasks performed by LaBella as described within the Wetland Delineation Report included a field delineation of aquatic resources within the Study Area, which may include Federal Waters of the United States ("WOTUS") encompassing wetlands and streams, New York State Article 24 Freshwater Wetlands (State wetlands), and Article 15 State-classified Streams, a survey of wetland/stream boundaries, and a detailed description of the delineated waters based on hydrology, vegetation, and soils information collected in the field. The Wetland Delineation Report

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describes the results of the delineation and data collection efforts performed by LaBella Associates and provides a description of the wetlands and streams that were delineated.

The USACE has jurisdiction of WOTUS under section 404 of the Clean Water Act (CWA) (40 Code of Federal Regulations [CFR] 230 and 33 CFR 328) (CFR, 2023). The USACE also has jurisdiction over traditionally navigable WOTUS under Section 10 of the Rivers and Harbors Act (33 CFR 323; Section 10 Rivers and Harbors Act [33 United States Code] 403).

The Freshwater Wetlands Act (FWA) (Article 24 and Title 23 of Article 71 of the Environmental Conservation Law [ECL]) gives the NYSDEC jurisdiction over wetlands along with a 100-foot regulated Adjacent Area that meet certain criteria (6 NYCRR Part 664). The NYSDEC freshwater wetland regulations changed on January 1, 2025, and include new criteria in which a wetland may come under the jurisdiction of NYSDEC. State regulated wetlands include all wetlands 12.4 acres in size or larger, or smaller wetlands if the wetland meets one of 11 criteria to be considered a wetland of unusual importance. Informational mapping that shows previously mapped NYSDEC wetlands and other potential wetland areas is provided by NYSDEC. Wetlands on any given site are required to obtain a Jurisdictional Determination review by NYSDEC to determine State jurisdiction under Article 24 of the FWA.

Under Article 15 of the ECL (Protection of Waters), the NYSDEC has jurisdiction over any activity that disturbs the bed or banks of protected streams or navigable waters. A protected stream is any stream, or particular portion of a stream, that has been assigned by the NYSDEC any of the following classifications or standards: AA, AA(t), A, A(t), A(ts), B, B(t), B(ts), C(t), or C(ts) (608.2 (aa) and NYCRR and 6 NYCRR Part 701). Additional NYSDEC stream classifications include C and D.

LaBella field staff delineated two palustrine emergent (PEM) wetlands on the Project Site area with sizes of 3.34 and 0.07 acres that it believes will be regulated by the NYSDEC as follows:

Wetland Identification #	Geographic Center (WGS84)		Boundary Flag #	Total Acreage On-site	Wetland Type (Cowardin)	Wetland Type (Reschke)	Opinion: NYSDEC Regulated or Not NYSDEC Regulated?
	Latitude	Longitude					
Wetland 1	42.9920019	-78.7768650	W1-1 through W1-37	3.34±	PEM	Shallow Emergent Marsh	Regulated
Wetland 2	42.9928812	-78.7722304	W2-1 through W2-8	0.07±	PEM	Shallow Emergent Marsh	Regulated

It is the professional opinion of LaBella Associates that Wetlands 1 and 2 are isolated and potentially non-jurisdictional and not regulated under Section 404 of the Clean Water Act due to lack of a connection to traditional navigable water.

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Sections 5.2.1 and 5.2.2 of the Wetland Delineation Report describes the two wetlands areas and Section 5.3 of the Wetland Delineation Report describes an on-site ditch that in the professional opinion of LaBella Associates is not subject to the jurisdiction of either the NYSDEC or the USACE.

The Project will result in permanent impacts to the 3.41 acres of wetlands on the Project Site that are likely subject to the jurisdiction of the NYSDEC as well as the regulated 100 ft. Adjacent Areas of these wetlands. The on-site wetlands did not historically exist on the Project Site. Photographs of the two wetlands are provided in Appendix 3 of the Wetland Delineation Report that demonstrate that the two wetlands possess the characteristics of typical smaller wetlands within developed areas of the Town that became subject to jurisdiction of the NYSDEC as of January 1, 2025. The wetland related documentation provided to the Town Board, acting in its capacity as the lead agency, provides it with information enabling it to take a hard look at potential wetland impacts and to conclude that the Project will not result in any potentially significant adverse wetland impacts.

Based on its review of the extensive wetland documentation, the Town Board has determined that the Project will not result in any potentially significant wetland impacts. The petitioner will be required to obtain a permit from the NYSDEC prior to impacting the two (2) on-site wetlands and their regulated 100 ft. Adjacent Areas and mitigation that is determined to be acceptable to the NYSDEC will need to be provided. If the wetland permit required from the NYSDEC is not issued, the petitioner will be required to modify the project layout by scaling back the scope of the Project in order to reduce the proposed permanent impacts to wetlands on the Project Site.

10. Impact on Historic and Archeological Resources:

Question 10c: The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory.

Response: On September 24, 2025, R. Daniel Mackay of the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) issued a letter stating as follows:

> "We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the OPRHP and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.
>
> Based upon this review, it is the opinion of OPRHP that no properties, including archaeological and/or historic resources, listed in or eligible for the New York State and National Registers of Historic Places will be impacted by this project."

The letter issued by SHPO dated September 24, 2025 provides the Town Board with documentation confirming the Project will not result in any adverse impacts to archaeological and/or historic resources.

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13. **Impact on Transportation:**

Question 13a: Projected traffic increase may exceed capacity of existing road network.

Response: Starke W. Hipp, P.E., of LaBella Associates, prepared a Traffic Engineer Due Diligence Traffic Report ("TIS") dated October 3, 2025 for the purpose of evaluating the potential traffic impacts associated with the Project. The Project Site is located on Maple Road, which is an Erie County Highway subject to the jurisdiction of Erie County

Section 1 of the TIS consists of a description of the Project. Section 2 of the TIS titled "Existing Conditions" consists of a description of the study area roadways and intersections. The three (3) roadways in the study area for the TIS are described on Page 2 of the TIS as follows:

1. "Maple Road is classified as a Principal Arterial – Other (no control of access) roadway and is under the jurisdiction of the Erie Country Department of Public Works. The roadway runs primarily east-west through the Town of Amherst. In the vicinity of the subject site, Maple Road provides one 11-foot-wide travel lane and one 14-foot-wide travel in each direction, with a 15-foot-wide two-way left-turn lane, and sidewalks are located on both sides of the roadway. There is no shoulder near the subject site. The posted speed limit is 45-mph."

2. NYS Route 263 (a.k.a. Millersport Highway) is classified as a Principal Arterial – Other (no control of access) roadway and is under the jurisdiction of the New York State Department of Transportation (NYSDOT). The roadway runs primarily north-south through the Town of Amherst and is also known as Millersport Highway. In the vicinity of the subject site, Millersport Highway provides two 12-foot-wide travel lanes in both directions, with a landscaped split median that varies in width. There are no sidewalks along this roadway. The posted speed limit is 45-mph.

3. North Maplemere Road is classified as an Urban Local roadway and is under the jurisdiction of the Town of Amherst. The roadway runs north-south from Maple Road to Millersport Highway. In the vicinity of the subject site, North Maplemere Road provides a 32-foot-wide cross-section with travel lanes in both directions. It should be noted that the roadway narrows to a 20-foot-wide cross-section approximately 700-feet from the intersection of Maple Road and North Maplemere Road. Sidewalks are located on both sides of the roadway. The posted speed limit is 30-mph."

The six (6) intersections in the study area are described in Section 2 of the TIS. LaBella collected turning movement counts ("TMCs") at the study intersections on Thursday, September 11, 2025, and Saturday, September 13, 2025. The counts were conducted during the typical PM and Saturday MD (mid-day) peak periods of 4:00 p.m. to 7:00 p.m. and 11:00 a.m. to 2:00 p.m.

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Section 3 of the TIS provides detailed analysis of the potential traffic impacts of the Project and includes an evaluation of No Build Traffic Volumes. Traffic forecasting was performed by LaBella Associates of the No-Build Traffic Volumes with a conservative 1.50% annual growth rate that was applied to the Existing 2025 traffic volumes and compounded over a three 3-year period. The resulting 2028 No-Build traffic volumes are shown in Figure 2 of the TIS for the AM, MD and PM peak hours. The No-Build volumes represent the forecasted traffic volumes for 2028 without the proposed Project.

Section 3 of the TIS also includes a Trip Generation analysis. The Trip Generation Analysis estimates the number of vehicular trips expected to enter and exit a site as a result of a proposed development. The Institute of Transportation Engineers' ("ITE") Trip Generation Manual, 12th Edition, is the industry-standard resource used for estimating trip generation for proposed land uses based on data collected of similar uses. However, due to the limited data for the potential uses of the Project Site, LaBella Associates determined that an evaluation of a worst case scenario was more appropriate. Using best engineering practices and knowledge of operations, a starting trip generation value was determined. Based on the number of parking spaces and the potential events the site could host; it was determined that 700 trips could enter or exit within the peak hour. This scenario is unlikely and would only happen during special events. In order to view network conditions for this scenario, two scenarios were presented; a scenario where all 700 trips were entering during the peak hours, and a scenario where all 700 trips were exiting during the peak hours.

As described in the Trip Distribution analysis contained in Section 3 of the TIS, LaBella Associates determined that the majority of trips (65%) will come from the west via Maple Road. Those trips (65%) were distributed along key roadways that intersect Maple Road such as NYS Route 263 (Millersport Highway) and Flint Road. The remaining 35% of the trips were projected to come from the east via Maple Road. These trip distributions are shown in Figure 3 of the TIS. The resulting project generated trips are shown on Figure 4 of the TIS for both the PM and SAT Peak Hours.

As described in Section 3 of the TIS, LaBella Associates conducted a capacity analysis of the intersections in the study area. Capacity analysis relates traffic volumes to the physical characteristics of an intersection. Intersection evaluations were performed by LaBella Associates using the procedures contained in the Highway Capacity Manual ("HCM"), 7th Edition. Table 6 of the TIS summarizes the results of the Level of Service calculations for the Existing and No-Build conditions during the weekday PM and Saturday Midday peak hours.

As shown in Table 6 of the TIS, which summarizes the capacity analysis performed by LaBella Associates, the majority of the study area intersections are projected to operate at an overall Level of Service of C or better during the study peak travel hours. Similarly, the individual movements at the intesections are projected to operate at a Level of Service D or better. These are acceptable Levels of Service in an urban environment such as the study area. It should be noted that the North Maplemere Road/Coventry Road and Millersport Highway intersection does exhibit operational constraints on the mainline turning movements as well as the side street approaches. This is due to the prioritization of the mainline through movements that results from the majority of green time for each cycle length being allocated to those movements. Tables 7 and 8 of the TIS summarizes

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the results of the Level of Service calculations for the No-Build conditions and the Build conditions, which consider scenarios where 700 trips were applied to the entering and exiting movements. Descriptions of the Levels of Service at each of the intersections in the study area provided in Section 3 of the TIS. The LOS summary of Maple Road and the NYS Route 263 Northbound Ramps contained in Section 4 of the TIS was as follows:

> "The level of service analysis indicates that the intersection currently operates at an overall LOS D or better during the weekday PM and Saturday Midday peak hours and it will continue to do so in the No-Build condition. In the arrival Build scenario, there will be constraints on the northbound NYS Route 263 Northbound Ramp approach. This is due to the expected increase of 280 vehicles on the right-turn movement. This is a constraint that should be mitigated such that queuing back onto NYS Route 263 is addressed. Potential mitigation measures include permanent signal timing adjustments or temporary traffic control measures to ensure clearance of queues along the approach during these peak scenarios. It should be noted that improvements to the signal timing and potentially the signal infrastructure could fall under the review and approval of the NYSDOT given its jurisdiction of NYS Route 263."

Consistent with the above, the petitioner will be required to coordinate with NYSDOT regarding potential traffic related improvements at this intersection to ensure the Project does not result in potentially significant traffic impacts.

Based on the results of the traffic analysis for the Project, the following conclusions of LaBella Associates are included in Section 5 of the TIS:

- The proposed project generally consists of an athletic community center comprised of two 125,000 square-foot sports domes that will house a full-size turf football/lacrosse/soccer field, a 200 meter long 6-lane banked track, and six basketball/volleyball/pickleball courts. A two-story, 50,000-square-foot building will connect the two sports domes, and it will be comprised of a 25,000-square-foot fitness center, a 20,000-square-foot core lobby (Locker Room/Restroom), and a 5,000-square-foot space for member amenities (Restaurant/Snack Bar). Lastly, a five-story 150-room hotel will be located on the site to support the proposed development (As mentioned previously, the potential future hotel has been removed from the project layout, which will reduce the magnitude of the potential traffic impacts of the Project as evaluated in the TIS). The project will be supported by +/- 500 parking spaces. Access to the site will be provided via a full-movement driveway on Maple Road. The analysis herein considers the proposed driveway operating under signal control.

- LaBella collected turning movement counts ("TMCs") at the study intersections on Thursday, September 11, 2025, and Saturday, September 13, 2025. The counts were conducted during the typical PM and Saturday Midday peak periods from 4:00 p.m. to 7:00 p.m. and 11:00 a.m. to 2:00 p.m. It should be noted that the University of Buffalo football team had an away game during the Saturday count period. This was done intentionally to avoid capturing abnormal traffic patterns that result from home games. Based on these counts, the observed network peak hours were 4:30 p.m. to 5:30 p.m. during the weekday PM peak period and 12:15 p.m. to 1:15 p.m. during the weekend Midday peak period.

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- To evaluate the impact of the proposed project, traffic projections were prepared for the design year of 2028. It should be noted that this design year was selected to provide a conservative analysis as it is expected that the project will be completed and occupied sooner than 2028. LaBella Associates reviewed the Pending Development Project page on the Town of Amherst website and determined that there are no projects that will have an effect on the study intersections. In addition, historical traffic volume data from the NYSDOT Traffic Viewer was also reviewed. To provide a conservative analysis, a 1.50% annual growth rate was applied to the Existing 2025 traffic volumes and compounded over a three-year period.

- The level of service analysis indicates that the majority of the study intersections will operate at levels of service commensurate to the No-Build condition. The intersection of Maple Road and the NYS Route 263 NB Ramp – northbound approach to the intersection will experience delay during the weekday PM peak hour Build condition. Improvements at this intersection could consist of signal timing adjustments. It is recommended that the Maple Road/Site Driveway intersection operate under signal control.

On October 20, 2025, Gina Wilkolaski, P.E., Traffic Safety Engineer, of the Erie County Department of Public Works ("ECDPW"), issued a letter with the following comments based on the ECDE's review of the TIS:

1. At Maple Road, the TIS models only one driveway while the concept plan shows two driveways onto Maple Road. The TIS and concept plan should be consistent.

2. Per the concept plan, the two proposed driveways on Maple Road must be modeled as unsignalized intersections and included in Tables 3 and 4. Traffic modeling output, including queue lengths of the unsignalized intersections must be included.

3. A signal warrant analysis of the proposed driveway must be completed. It cannot be assumed that the warrants are met.

4. A concept plan of the proposed site should be included as an attachment to the TIS.

5. The New York State Department of Transportation must be contacted regarding any potential impacts to the State controlled intersections.

In response to Comment No. 1 in the letter issued by the ECDPW dated October 20, 2025, the western driveway will consist of a gated "emergency access only" connection to Maple Road. The ECDPW will determine if the eastern driveway onto Maple Road will consist of a signalized intersection and the petitioner will be required to obtain a highway work permit for all improvements in the Maple Road Right-of Way.

Based on its review of the traffic-related documentation, the Town Board finds that although the Project will generate additional traffic, the impacts are not potentially significant. This conclusion is supported by the Traffic Impact Study prepared by LaBella Associates, dated October 3, 2025, which found that nearby intersections will continue to operate acceptably and

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that the Project's location on Maple Road, a four-lane Erie County Highway, provides sufficient roadway capacity. The petitioner must obtain a Highway Work Permit from the Erie County Department of Public Works for all work within the Maple Road right-of-way, including the proposed traffic signal at the eastern full-access driveway and the gated emergency-access-only driveway to be provided in accordance with Appendix D of the NYS Fire Code. The Town Board is supportive of the proposed signal installation at the eastern driveway.

Question 13b: The proposed action may result in the construction of paved parking area for 500 or more vehicles.

Response: The current Overall Site Plan for the Project depicts 520 parking spaces. It is necessary for the Project to include parking spaces and as such the Town Board has determined that the providing of parking spaces on the Project Site in connection with the Project is a moderate impact.

14: Impact on Energy:

Question 14d: The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.

Response: The Project will result in more than 100,000 sq. ft of space to be heated and cooled. The Town Board has determined that this a moderate impact given that the Project Site is located in a developed area serviced by electrical infrastructure and also given that the Town of Amherst Building Department will review building permit applications to confirm compliance with applicable standards in the NYS Energy Code.

15: Impact on Noise, Odor and Light:

Question 15e: The proposed action may result in lighting creating sky-glow brighter than existing area conditions.

Response: The two athletic domes to be constructed on the Project Site may result in lighting creating a sky glow that is brighter than existing conditions. Given that the Project Site currently consists of vacant land, there is not currently any lighting and the new lighting represents a permanent impact resulting from the Project. The Project will be required to comply with the lighting standards set forth in Section 7-3 of the Town's Zoning Ordinance. The Planning Board will be required to approve the photometric plans for the Project in connection with the pending Site Plan review process. The potential sky glow resulting from the two athletic domes has been determined to be a "moderate impact" by the Town Board based on the following:

- The Project Site is located on the north side of Maple Road in close proximity to other large buildings including the football stadium on the University of Bufalo North Campus that creates sky glow that is visible from off-site locations including the Project Site.

- The location of the two athletic domes is approximately 330 ft. from the northern boundary of the Maple Road Right-of-Way. Existing residential uses on the south side of Maple Road will be located nearly 450 ft. away from the two athletic domes. The berms and

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

landscaping to be installed in the 101 ft. Conservation Area to be provided on the RC zoned property located along the Maple Road frontage of the Project Site will reduce off-site lighting impacts.

17. Consistency with Community Plans:

Question 17e: The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.

Response: The Project Site which is located on Maple Road is serviced by existing infrastructure necessary to support the Project. Sanitary sewer flows from the Project will be greater than 2,500 gallons per day and therefore the Project is subject to the Inflow and Infill ("I&I") requirements of the NYSDEC.

LaBella Associates, the project engineering firm, has ordered downstream sanitary sewer monitoring data during wet weather conditions and will be preparing a Downstream Sanitary Sewer Capacity Analysis Report ("DSCA Report") that will need to be reviewed and approved by the Town of Amherst Engineering Department, the Erie County Department of Health and the NYSDEC.

The DSCA Report will need to demonstrate there is adequate downstream sanitary sewer flow during wet weather conditions for the Project. The Project Sponsor will be required to make a substantial payment to the Town's I/I Sanitary Sewer Fund in connection with the Project.

The Town Board has determined that downstream sanitary sewer capacity during wet weather conditions as defined by the NYSDEC is a moderate impact since the petitioner will be required to demonstrate there is adequate downstream sanitary sewer capacity for the Project and also since the payment to be made to the Town's I/I Sanitary Sewer Fund for improvements.

18. Consistency with Community Character:

Question 18e: The proposed action is inconsistent with the predominant architectural scale and character.

Response: The existing community character along the Maple Road corridor in the vicinity of the subject project is a mix of community recreational uses including an 18 hole municipal golf course, a 9 hole par three golf course, an abandoned former private golf course, a municipal driving range with 65 foot tall protective netting, a municipal highway garage, softball fields, an indoor multiple rink ice skating facility, medical offices, multifamily housing and one and two story single family homes. The one and two story single family homes are primarily located along the south side of Maple Road opposite the Project Site. The Project Site, consisting of a reclaimed former brownfield is currently a grass meadow with some mature trees and a grass earthen berm bordering the northerly end. The Project Site was formerly an open recreation use which was devoted to a private shooting club with ground level skeet and trap houses and a stone parking field.

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

The Overall Site Plan proposes buildings that will include two large inflatable dome structures 137,500 sq. ft. each and 85 feet in height connected by a 50,000 sq. ft., 2 story building for administrative offices, a restaurant/snack bar and space for locker rooms /restrooms. Additionally, there is the potential for a future free standing 5 story hotel that was removed from the updated Overall Site Plan originally submitted and is not part of this action and will require a separate environmental review pursuant to SEQR in the future if proposed. The proposed inflatable dome structures exceed the maximum building height of 65 feet permitted in the GB zoning district by Section 4-4-2B the Zoning Ordinance. In addition, the unique fabric wall design inherent with inflatable structures, is also not a permitted building material by the Town Zoning Ordinance. The proposed inflatable dome buildings will be in sharp contrast with the existing architectural character of the existing nearby commercial and residential buildings. Because of their size and massing, they will permanently change the character of the area when compared to the existing conditions. The Town currently does not have any similar style athletic dome buildings within its larger community.

The magnitude of the impacts of the Project to the adjacent community character has been determined to be large. The visual impact will be noticeable as the Project Site is currently undeveloped grass meadow and the size of the building improvements will encompass approximately 43% of the 21.3+/- acre Project Site. The inflatable athletic dome buildings will be visible from the foreground, middle ground and background view sheds of properties. Background view sheds may be visible up to one mile from the Project Site. The inflatable buildings will also be visible in the aforementioned viewsheds during night time hours due to the translucent nature of the fabric structure that allows internal lighting to be visible.

A long-term and permanent impact to the adjacent community character will be evident as the buildings present a new dominant form within the adjacent community. Over time, the dominant building form will become part of the background and middle ground viewshed for viewers within the area and recognized as another man-made recreational use consistent with the other large recreational, medical office and university related uses visible along the northern side of the Maple Road corridor.

To lessen the magnitude of the visual impacts of the Project to the one and two-story residential homes on the south side of Maple Road, the inflatable structures have been positioned to the northernmost extent of the Project Site away from the residences at a distance of approximately 330 feet from the northern boundary of the Maple Road Right-of-Way. The approximately 330 ft. setback of the athletic dome structures from the Maple Road Right-of-Way is substantially greater than the minimum required front yard building setback of 30 feet for a building with a height of greater than 35 feet in the GB zoning district. Additionally, a 101 foot wide conservation area will be established along the Project Site's Maple Road frontage on the portion of the Project Site that is zoned RC. The conservation area will be vegetated with numerous large deciduous and coniferous trees to create a substantial visual break in the immediate viewshed of adjacent residential uses that will be in excess of 400 feet from the inflatable dome structures. The vegetation to be planted within the conservation area will lessen the magnitude of the community character impacts on the residential uses on the southern side of Maple Road. Additionally, the Project Sponsor will be utilizing a darker fabric than the traditional white color to reduce the impacts of internal illumination during the evening hours.

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Based on its review of relevant information of the identified long-term impacts of the Project on community character, the Town Board has determined the Project will not result in any potentially significant community character impacts.

Attachment: draft_Neg Dec_11_10_2025_ (RES-2025-946 : SEQR Determination - (330 Maple Road (Portion), Z-2007-03_A))

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31132 **RESOLUTION 2025-947** **ADOPTED**

Funding, Disposition, and Redevelopment Transfer Agreement (CRS #5925) (BCD Urban Renewal Parcels)

AGENDA ITEM : NOVEMBER 10th, 2025

TO: **Town Board**

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

DATE: **November 5, 2025**

RE: **Resolution of the Town Board of the Town of Amherst Approving the Funding, Disposition, and Redevelopment Transfer Agreement (CRS #5925) related to Certain Boulevard Central District Urban Renewal Area Parcels in the Town of Amherst, New York**

Kindly adopt the following with respect to the above matter:

WHEREAS, the Town Board of the Town of Amherst, New York (hereafter the "Town Board" and the "Town," respectively) is authorized by Section 501 of the General Municipal Law to preserve and care for the safety, health, comfort and general welfare of the inhabitants of the Town and visitors thereto, that might otherwise be endangered by residential, non-residential, commercial, industrial or vacant areas of the Town, and/or combinations thereof, which are slum and blighted because of substandard, insanitary, deteriorated or deteriorating conditions, factors, and characteristics, with or without tangible physical blight; and

WHEREAS, such substandard, insanitary, blighted, deteriorated or deteriorating conditions, factors and characteristics may be corrected by the clearance, replanning, reconstruction, redevelopment, rehabilitation, restoration or conservation of such areas, the undertaking of public and private improvement programs related thereto, and the encouragement of participation in these programs by private enterprise; and

WHEREAS, the Town previously designated itself as the Amherst Urban Renewal Agency, as defined in Section 502(4) of the General Municipal Law ("GML"), for the purposes of carrying out the functions vested in that office by Article 15 of the GML; and

WHEREAS, the Town thereafter developed and adopted the Boulevard Central District Urban Renewal Plan (the "Urban Renewal Plan"), which included within said plan the redevelopment of the Boulevard Mall in the Town of Amherst; and

WHEREAS, revitalization of the Boulevard Central District, and therefore the Boulevard Central District Urban Renewal Area and the properties within it, was evaluated under the New York State Environmental Quality Review Act ("SEQRA") for environmental impacts, during which review the Town Board prepared a Generic Environmental Impact Statement ("GEIS") that evaluated a projected growth scenario and the cumulative environmental impacts of that growth over a 20- year period; and

WHEREAS, the Town Board approved the GEIS And the Findings Statement in January 2020; and

WHEREAS, the Town Board, acting as the Amherst Urban Renewal Agency, prior to adopting the Boulevard Central District Urban Renewal Plan, to carry out a portion of the goals of the Boulevard Central District study, took a hard look at the potential environmental impacts of the Boulevard Central District Urban Renewal Plan, comments at the public hearing and considered the criteria for requiring the preparation of a Draft Supplemental Environmental Impact Statement, and determined that the Boulevard Central District Urban Renewal Plan does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement would not be prepared; and

WHEREAS, the Town Board determined that the undertaking and implementation of the Urban Renewal Plan required the acquisition of certain parcels of property located in the Town, specifically, those parcels on which the Boulevard Mall currently sits and surrounding properties, including the real property located at 1185, 1261, 1265, 1267 and 1269 Niagara Falls Boulevard, as well as 3891 and 3893 Maple Road, in the Town of Amherst, those properties having SBL/Tax ID Nos. 54.03-1-24.4, 54.03-1-24.22, 54.03-1-14, 54.03-1-13, 54.03-1-24.21, 67.06-1-1.111, 67.06-1-1.111/A, and 54.03-1-23.1, as well as all and/or a portion of the real property located at 300 Almeda Avenue, that property having SBL/Tax ID No. 54.03-1-12.1 (collectively, the "Property"); and

WHEREAS, following the required public notice and hearing under Article 2 of the Eminent Domain Procedure Law ("EDPL"), the Town Board, pursuant to SEQRA found that the acquisition of property to carry out the Boulevard Central District Urban Renewal Plan pursuant to the EDPL does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement would not be prepared; accordingly, a negative declaration was prepared and issued by the Town Board; and

WHEREAS, the Town Board on January 30, 2023, pursuant to Article 2 of the EDPL, adopted its determination and findings and brief synopsis in connection with the acquisition of the Property pursuant to the EDPL, and such determination and findings (the "Determination and Findings") are incorporated herein by reference; and

WHEREAS, the Town Board's Determination and Findings were upheld by the Supreme Court, Fourth Department on judicial review by Memorandum and Order dated

October 6, 2023, wherein the Court noted: (A) "[c]ondemnation of petitioner's property will 'allow [the Town] to hold complete title to [the Mall property] and will thus foster the redevelopment of [the area] . . . in order to eliminate blighting influences"; (B) "the Town's determination to exercise its eminent domain power 'is rationally related to a conceivable public purpose'"; and (C) "the taking of substandard real estate by a municipality for redevelopment by private corporations has long been recognized as a species of public use" (internal quotations omitted); and

WHEREAS, in preparation for acquisition of the Property under Article 4 of the EDPL, the Town desires to enter into a Funding, Disposition and Redevelopment Transfer Agreement as contemplated in the Urban Renewal Plan, governing the acquisition, funding, and redevelopment of the Property; and

WHEREAS, in furtherance of the Urban Renewal Plan, the Town has the authority to partner with other agencies to facilitate redevelopment and Property disposition, and the Town has sought assistance from the Town of Amherst Development Corporation ("ADC") and the Town of Amherst Industrial Development Agency ("AIDA"); and

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law ("NFPCL"), the Town may by resolution determine that the Property, upon its acquisition, is not required for use by the Town and may sell the Property to the ADC to facilitate redevelopment, in accordance with the ADC's statutory powers and purposes; and

WHEREAS, such sale to the ADC is wholly governed by Section 1411 of the NFPCL notwithstanding any provisions of other general, special or local laws; and

WHEREAS, the AIDA is authorized and empowered under Article 18-A of the GML to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the AIDA is authorized and empowered to acquire, construct, reconstruct and install one or more "projects" (as defined in Article 18-A of the GML) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Town Board determines it to be in the public interest to enter into the Funding Disposition and Redevelopment Transfer Agreement prior to acquiring the Property to facilitate redevelopment of the site in accordance with the Urban Renewal Plan; and

WHEREAS, approval of the Funding Disposition and Redevelopment Transfer Agreement constitutes an unlisted action under SEQRA, and a short Environmental Assessment Form ("EAF") was prepared as part of the Town Board's review; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Amherst that:

. Approval of the Funding Disposition and Redevelopment Transfer Agreement does not present specific significant adverse environmental impacts not addressed or inadequately addressed in the GEIS arising from either changes proposed for the District, newly discovered information, or a change in circumstances related to the District, and therefore a Draft Supplemental Environmental Impact Statement will not be prepared. The attached negative declaration (*see* Exhibit A), incorporated herein by reference, is hereby issued and adopted for the reasons stated in the attached negative declaration. Parts 2 and 3 of the EAF have been reviewed and the responses thereto are incorporated herein by reference and made part hereof.

2. The Funding Disposition and Redevelopment Transfer Agreement, attached as Exhibit B, is hereby approved and the Town Supervisor is authorized and directed to execute the same on behalf of the Town after successful completion of the Contract Routing System (CRS).

3. This resolution is effective immediately.

PASSED AND ADOPTED this 10th day of November, 2025 by the Town Board of the Town of Amherst.

SBB:nmb:hs
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item : November 10, 2025**)

11/10/2025
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

As detailed in Article 3, Section 3.1 of the Agreement.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Exhibit A

NEGATIVE DECLARATION
Determination of Non-Significance

Lead Agency: **Town Board of the Town of Amherst**

Date: **September 30, 2025**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Amherst (the "Board"), as Lead Agency, has reviewed the proposed project ("Action") and determined that it will not have a significant adverse environmental impact and that a Supplemental Draft Environmental Impact Statement will not be prepared.

Name of Action: Approval of Funding Disposition and Redevelopment Transfer Agreement

Location of Project Site:

The property subject to the Funding Disposition and Redevelopment Transfer Agreement (the "Property") involves the property subject to the Town's Eminent Domain Procedure Law ("EDPL") Article 2 findings, which are incorporated herein by reference. The Property includes the following parcels:

No.	Address	Tax Map Number
1.	1269 Niagara Falls Blvd	54.03-1-24.4
2.	1267 Niagara Falls Blvd	54.03-1-24.22
3.	3891 Maple Rd	54.03-1-14
4.	3893 Maple Rd	54.03-1-13
5.	1265 Niagara Falls Blvd	54.03-1-24.21
6.	1261 Niagara Falls Blvd	67.06-1-1.111
7.	1261 Niagara Falls Blvd	67.06-1-1.111/A
8.	1185 Niagara Falls Blvd	54.03-1-23.1
9.	300 Almeda Avenue	54.03-1-12.1

Maps are included in the record of the EDPL Article 2 proceeding and are incorporated herein by reference.

SEQRA Status: Unlisted.

Description of Action:

The Board proposes entering into a Funding Disposition and Redevelopment Transfer Agreement (the "Agreement") with the Town of Amherst Development Corporation ("ADC"), the Town of Amherst Industrial Development Agency, and Benderson Development Company, LLC to facilitate the redevelopment and reuse of the Property in accordance with the Town's plans and goals (the "Action"). The proposed Action is essentially the continuation of the Town's Property acquisition efforts to remedy underutilized, underdeveloped, blighted, and stagnant commercial properties and adjacent surface parking lots that currently comprise service, and/or exist adjacent to the Boulevard Mall. The Town has spent more than six years planning for the development of the Boulevard Central District Urban Renewal Area (the "Urban Renewal Area"), as outlined in the Boulevard Central District Urban Renewal Plan (the "Urban Renewal Plan"), which was adopted by the Town. The parcels comprising the Property have been specifically identified by the Urban Renewal Plan as being blighted and central to/crucial components of the Town's redevelopment plans for the Urban Renewal Area, with one of the primary goals of the same being the elimination of substandard, insanitary, and/or blighted conditions within the Town, including those currently existing at the Property. In advance of utilizing its authority under Article 4 of the EDPL, the Town Board is considering entering into the Agreement to provide for funding and governance of future redevelopment procedures and processes. Further specific development proposals in accordance with Property disposition governed by the Agreement will be required to comply with the GEIS, Town zoning laws, and applicable Town zoning procedures.

Reasons Supporting this Determination:

The Board has identified the relevant areas of environmental concern and has taken a hard look at each of the identified areas as required by the State Environmental Quality Review Act ("SEQRA"). The Board compared the Action with the criteria for determining significance identified in 6 NYCRR § 617.7(c)(1) and in accordance with 6 NYCRR § 617.7(c)(2) and (3). As indicated below in the discussion of each criterion specified in 6 NYCRR § 617.7(c)(1), the Action will not have a significant adverse impact on the environment. As indicated below in the discussion of each criterion specified in 6 NYCRR § 617.7(c)(1), the action will not have a significant adverse impact on the environment.

The Board has reviewed the Environmental Assessment Form (EAF) and the criteria contained in 6 NYCRR §617.7, as well as the Agreement, and has determined that the Action will not have a significant impact on the environment for the following reasons:

The Action before the Board is an Agreement governing the disposition and funding of the Property, not fully designed redevelopment plans for specific uses or projects. The Town recognizes that the Action is in furtherance of a redevelopment and revitalization effort involving the elimination of blight within the entire Boulevard Central Urban Renewal District, as further

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

set forth in the Boulevard Central District Urban Renewal Plan. The entire purpose behind the Action is to assemble certain parcels that have been identified as being central and/or crucial to the broader redevelopment effort and then transfer those to a developer for further redevelopment efforts. The entire purpose behind the Action is to facilitate a broad redevelopment effort, and the Agreement contains obligations for certain development and site preparation activities that must be conducted to further such redevelopment.

The Town has thoughtfully considered how to appropriately review the Action under SEQRA. SEQRA provides that a generic environmental impact statement, or "GEIS," may be prepared by an agency to consider broad-based actions and/or related groups of actions that an agency may approve, fund, or directly undertake in the future. See 6 NYCRR 617.10. Among other things, a GEIS may contain and/or be based on conceptual information, existing features, and comprehensive or targeted community planning efforts, with the proposed future actions being analyzed in terms of hypothetical scenarios that could and/or are likely to occur. If an agency prepares a final GEIS and a subsequent proposed action is in accordance with that document, no further SEQRA compliance is typically required. 6N YCRR 617. 10(d)(1). Alternatively, an agency should prepare a negative declaration if a subsequent proposed action was not addressed or was not adequately addressed in the GEIS and that action will not result in any significant environmental impact. 6 NYCRR 617.10(d)(3).

The Town previously prepared a GEIS concerning its comprehensive redevelopment and revitalization plans for the Boulevard Central District and the Urban Renewal Area. The final GEIS ("FGEIS") for those development plans was accepted by the Town on November 12, 2019.[1] The Town's statement of findings under SEQRA for the FGEIS was subsequently issued and adopted on January 6, 2020 (the "Findings Statement").[2] In pertinent part, and in accordance with 6 NYCRR 617.10(d)(1), the FGEIS and the Findings Statement state that, with respect to proposed future actions within the "Study Area" (*i.e.*, Urban Renewal Area), "[if] the Town determines that the proposed action is in conformance with the conditions and thresholds in the [FGEIS] or the Findings Statement, then no further environmental review pursuant to [SEQRA] will be required."

After careful review of the FGEIS and the Findings Statement, the Town has determined that the Action conforms to and/or is wholly consistent with both documents. Both the FGEIS and the Findings Statement were created under the assumption that the Town would explore, plan, and implement future redevelopment and revitalization plans within the Study Area/Urban Renewal Area, and with the intention to provide development guidelines and environmental conditions that would govern those future plans. The Action proposes to assemble and transfer certain properties that are necessary and crucial to the implementation of the Urban Renewal Plan in the

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1 A copy of the FGEIS is available here: https://www.amherst.ny.us/pdf/planning/geis/191111_fgeis.pdf.

2 A copy of the SEQRA findings for the FGEIS are available here: https://www.amherst.ny.us/pdf/planning/geis/200117_findings.pdf.

Attachment: ExhibitA.NegDec-1105202512053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Urban Renewal Area. Simply put, without the Action, there can be and will be no redevelopment of this area as contemplated by the FGEIS and the Findings Statement.

Once specific development applications and proposals are developed for the Study Area/Urban Renewal Area, they too will be examined for conformance with the conditions and thresholds set forth in the FGEIS and the Findings Statement. Therefore, the Town finds that no further environmental review of the Action under SEQRA is required. *See* 6 NYCRR 617.10(d)(1).

The Town has also evaluated the concept of segmentation and whether evaluation of the Agreement on its own would constitute impermissible segmentation. The Town determines it would not.

Segmentation is defined by the SEQRA regulations as "the division of the environmental review of an action such that various activities or stages are addressed . . . as though they were independent, unrelated activities, needing individual determinations of significance." 6 N.Y.C.R.R. § 617.2(ah). Impermissible segmentation occurs where segmentation is "undertaken for the purpose of circumventing the detailed review called for under SEQRA." *Adirondack Historical Assn v. Village of Lake Placid/Lake Placid Village, Inc.*, 161 A.D.3d 1256, 1257 (3d Dep't 2018). In other words, impermissible segmentation is where "a project with potentially significant environmental effects [is] split into two or more smaller projects, each falling below the threshold requiring full-blown review." *Long Island Pine Barrens Soc., Inc. v. Planning Bd. of Town of Brookhaven*, 204 A.D.2d 548, 550 (2d Dep't 1994). An agency faced with a concrete action or determination need not evaluate "speculative or hypothetical" impacts from a larger project that has yet to be proposed or formulated. *Village of Tarrytown v. Planning Bd. of Village of Sleepy Hollow*, 292 A.D.2d 617, 620 (2d Dep't 2002). In addition, in the context of title transfers, where "no specific future use has been identified prior to the acquisition of . . . property . . . [the agency is] not required to consider the environmental impact of anything beyond the acquisition." *Court Street Development Project, LLC v. Utica Urban Renewal Agency*, 188 A.D.3d 1601, 1603 (4th Dep't 2020). This is true where, as here, the redevelopment plans are conceptual in nature. *See PSC, LLC v. City of Albany Indus. Dev. Agency*, 200 A.D.3d 1282 (3d Dep't 2021). At this stage, concepts are provided, but no specific future uses or detailed plans have been specifically identified, and there is not enough information to properly evaluate environmental impacts of such a redevelopment project at this stage.

Even assuming there were enough of a conceptual plan to conduct a SEQRA review at this time, the Board finds that a segmented review — of only the approval of the Agreement — would be appropriate here pursuant to 6 N.Y.C.R.R. § 617.3(g). The Board finds that the circumstances here warrant only consideration of the sale and that doing so would clearly be no less protective of the environment. *Adirondack Historical Assn*, 161 A.D.3d at 1258 ("Inasmuch as the Village Board set forth the reasons supporting segmentation and demonstrated that such review is clearly no less protective of the environment, we are satisfied that impermissible segmented review did not occur here." (internal quotations and citations omitted)).

As noted above, the specifics of the redevelopment have yet to be proposed. Only upon Property disposition and the ultimate development of project specifics may a redevelopment and reuse effort move forward with the planning and public review process. At this time, further identification of specifics has not been possible. This lack of specifics prevents the Board from considering the full redevelopment and reuse of the Property in a meaningful way. Depending on what is specifically proposed, impacts will vary in type and degree. Reviewing only the Agreement at this point does not in any way shield future development from environmental review. Once a specific development proposal is contemplated for the reuse/redevelopment, discretionary approvals will be required, triggering SEQRA review and evaluation for conformance with the GEIS and Findings Statement.

The fact that the Board had considered the environmental impacts of the Agreement will not in any way limit the full review of the redevelopment project at that time. When a specific proposal is fully developed, specific environmental impacts will be evaluated.

While the Town has already concluded that the Action will be carried out in conformance with the conditions and thresholds set forth in the FGEIS and the Findings Statement, out of an abundance of caution, it has determined to take a hard look at the potential environmental impacts of the Action and determine whether those impacts, if any, will be significant. 6 NYCRR § 617.10(d)(3).

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

a. Traffic Impacts

The Action will not have any impacts on traffic not identified in the FGEIS. The current use is a major retail center, one of re-uses considered will have traffic impacts matching historical levels of traffic

b. Noise Impacts

The Action will not have a significant adverse impact upon noise. To the extent the current commercial, parking or other existing uses cease, noise may be expected to be reduced until such time as the Property is redeveloped pursuant to a specific proposal. At that time, noise impacts from specific contemplated uses will not exceed those evaluated in the FGEIS.

b. Air Quality Impacts

The Action will not have a significant adverse impact upon air quality.

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

c. Wetland Impacts

The Action will not have a significant adverse impact upon wetlands. The Property does not contain any wetlands or other waterbodies regulated by a federal, state, or local agency. Nor are there any adjacent properties with wetlands or waterbodies. The Action would not physically alter, or encroach into, any existing wetland or waterbody.

d. Groundwater

There will be no impacts.

d. Erosion, Flooding and Drainage Impacts

The parcels to be acquired are currently used by various commercial businesses and consist primarily of impervious surfaces. There will be no changes to erosion, flooding, and drainage.

e. Solid Waste Production

There will be no impacts.

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

The Action will not result in the destruction of large quantities of vegetation or fauna, nor will there be a substantial interference with the movement of any resident or migratory fish or wildlife species or impacts on a significant habitat area. The parcels are developed and in a state of underutilization and blight. There are no habitat areas and no vegetation, other than wild uncontrolled weeds. There will be no substantial adverse impacts on a threatened or endangered species of animal or plan or habitat. There will be no other significant adverse impacts to natural resources.

(iii) the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;

The site of the proposed Action is not located in nor does it adjoin a state listed Critical Environmental Area. Thus, there will be no significant adverse impacts to any Critical Environmental Area as a result of this Action.

(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

The Action is consistent with the community's plans and goals as officially approved or adopted, particularly the Urban Renewal Plan. Considerable planning and effort have been put in place to develop the Boulevard Central District Urban Renewal Plan and to foster economic development, revitalization, and adaptive reuse within the Boulevard Central District Urban Renewal Area, of which the Property is part. Efforts to finalize that plan have been ongoing since January of 2020, including design workshops, the development of the Boulevard Central District Action Plan dated June 3, 2021, and then the drafting and finalizing of the Urban Renewal Plan, which was formally adopted by the Town on October 24, 2022. The Urban Renewal Plan specifically identifies the Property as a crucial and high-priority development site within the Boulevard Central District Urban Renewal Area. Similarly, the Town of Amherst Economic Study (Nov. 2016), the Town of Amherst's Bicentennial Comprehensive Plan (2020), and other regional planning documents have consistently called for the redevelopment and revitalization of the Boulevard Central District Urban Renewal Area, of which the Property is a part. The Town's acquisition of the Property would not conflict with the goals in these planning documents; rather, that acquisition is essential towards realizing them.

(v) the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

The Action only contemplates the approval of the Agreement and thus does not present a significant adverse impact on important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character. There are no potential uses which were not considered in the FGEIS. In addition, upon completion of the planning and public review and input phase after acquisition of the Property, any specific redevelopment proposal(s) will be subject to further discretionary approvals which will require compliance with the FGEIS for each and every specific project proposed. At that time, these impacts will be evaluated against the specific cultural resources and construction plans. Such a review will be no less protective of the environment.

(vi) a major change in the use of either the quantity or type of energy;

The Action will not result in a major change in the quantity or type of energy used. As noted above, the acquisition furthers the economic redevelopment effort for the Boulevard Central District Urban Renewal Area. The impacts from such change in use will be evaluated after the planning, public review and input process is completed and before any discretionary approvals may be granted.

(vii) the creation of a hazard to human health;

There will be no impacts.

(viii) 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;

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

The acquisition furthers the economic redevelopment effort for the Boulevard Central District Urban Renewal Area. The impacts from such change in use were evaluated in the FGEIS.

(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

There will be no such impacts. The approval of the Agreement will not encourage or attract a large number of people to a place or places compared to the number of people who would come to such place absent the action, in the near-term. However, as noted above, the Action is necessary to further the economic redevelopment effort for the Boulevard Central District. The impacts from such redevelopment effort will be evaluated after the planning, public review and input process is completed and before any discretionary approvals may be granted.

(x) the creation of a material demand for other actions that would result in one of the above consequences;

There will be no such impacts. The Town incorporates its rationale for conducting the SEQRA review for this Action herein.

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

There will be no such impacts. The Town incorporates its rationale for conducting the SEQRA review for this Action herein.

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

There will be no such impacts. The Town incorporates its rationale for conducting the SEQRA review for this Action herein.

For Further Information:

Contact Person: Brian Kulpa, Town Supervisor

Address: 5583 Main Street, Williamsville, NY 14221

Telephone Number: 716-631-7000

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:

Approval of Boulevard Mall Funding, Disposition, and Redevelopment Transfer Agreement

Project Location (describe, and attach a location map):

Boulevard Mall Property Site; Location Map Attached; Parcels and Properties as Described in the EDPL Findings and Agreement

Brief Description of Proposed Action:

The Board proposes entering into a Funding Disposition and Redevelopment Transfer Agreement (the "Agreement") with the Town of Amherst Development Corporation ("ADC"), the Town of Amherst Industrial Development Agency, and Benderson Development Company, LLC to facilitate the redevelopment and reuse of the Property in accordance with the Town's plans and goals (the "Action"). The proposed Action is essentially the continuation of the Town's Property acquisition efforts to remedy underutilized, underdeveloped, blighted, and stagnant commercial properties and adjacent surface parking lots that currently comprise service, and/or exist adjacent to the Boulevard Mall. The Town has spent more than six years planning for the development of the Boulevard Central District Urban Renewal Area (the "Urban Renewal Area"), as outlined in the Boulevard Central District Urban Renewal Plan (the "Urban Renewal Plan"), which was adopted by the Town. In advance of utilizing its authority under Article 4 of the EDPL, the Town Board is considering entering into the Agreement to provide for funding and governance of future redevelopment procedures and processes. Further specific development proposals in accordance with Property disposition governed by the Agreement will be required to comply with the GEIS, Town zoning laws, and applicable Town zoning procedures.

Name of Applicant or Sponsor:	Telephone: 716-631-7000
Town of Amherst	E-Mail: toainfo@amherst.ny.us

Address:

5583 Main Street

City/PO:	State:	Zip Code:
Williamsville	NY	14221

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☑

3. a. Total acreage of the site of the proposed action? +/- 62 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☑

	NO	YES
12. a. 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?	☑	☐
b. 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?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe: _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☑
If Yes, describe: _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: _____ Date: _____

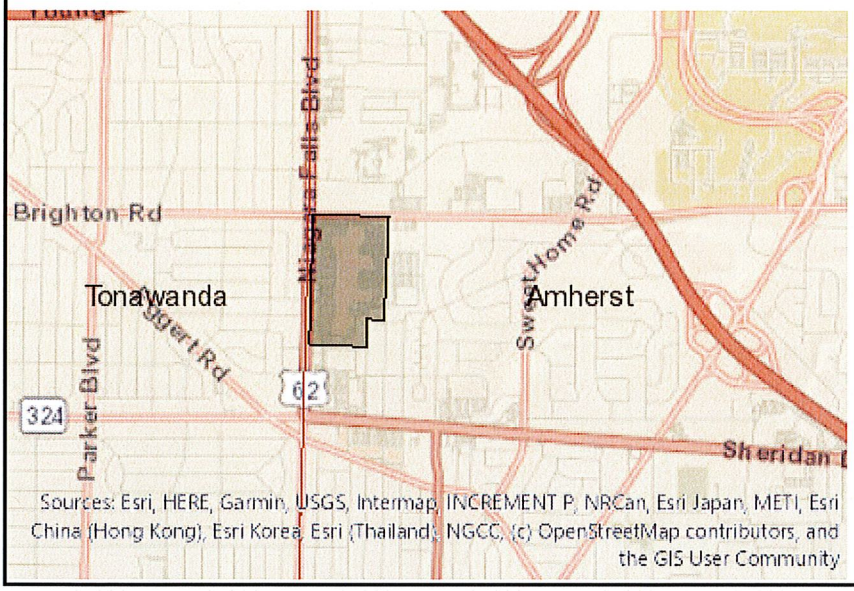
Signature: _____ Title: _____

PRINT FORM

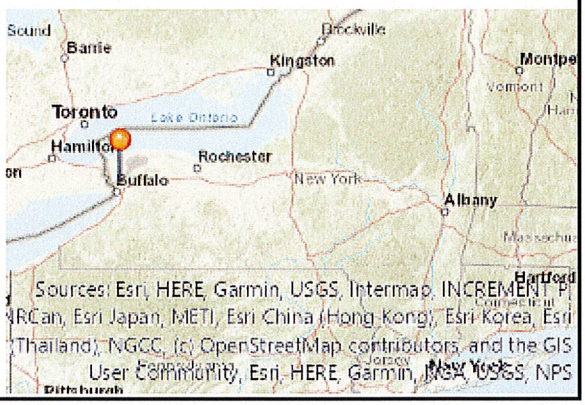
Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

EAF Mapper Summary Report

Wednesday, September 24, 2025 6:46 AM



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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

SEAF 2019

Attachment: ExhibitA.NegDec-11052025122053 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

Agency Use Only [If applic

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See negative declaration.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Amherst	September 30, 2025
Name of Lead Agency	Date
Brian Kulpa	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Attachment: ExhibitA.NegDec-1105202512205 3 (RES-2025-947 : Funding, Disposition, and Redevelopment Transfer Agreement (CRS# 5925)

FUNDING, DISPOSITION AND REDEVELOPMENT TRANSFER AGREEMENT

THIS FUNDING, DISPOSITION AND REDEVELOPMENT TRANSFER AGREEMENT (the "Agreement") made _____ _____, 2025 ("Effective Date"), by and between the TOWN OF AMHERST (the "Town"), a New York state municipal corporation having its principal office located at 5583 Main Street, Williamsville, New York 14221, the TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY (the "AIDA"), a New York public benefit corporation, having its principal office located at 4287 Main Street, Buffalo, New York 14226, the TOWN OF AMHERST DEVELOPMENT CORPORATION (the "ADC"), a New York local development corporation, having its principal office located at 4287 Main Street, Buffalo, New York 14226, and Benderson Development Company, LLC a New York limited liability company having offices located at 570 Delaware Avenue, Buffalo, NY 14202 (the "Company") (collectively, the "Parties").

WITNESSETH:

WHEREAS, following the Town's development of the Boulevard Central District Urban Renewal Plan dated October 24, 2022 (the "Urban Renewal Plan"), the Boulevard Central District Action Plan completed by the Town in 2021, and the Town's Bicentennial Comprehensive Plan (2020 Update), the Town, in furtherance thereof, issued a determination and findings pursuant to Article 2 of the New York Eminent Domain Procedure Law (the "EDPL") to acquire certain real property depicted in the attached **Schedule A** and located in the Town of Amherst, New York (the "Property"), being one or more of the properties or portion(s) of properties located within the Boulevard Central District Urban Renewal Area (the "Urban Renewal Area") to move forward with an economic revitalization and redevelopment plan for the Property involving a mixed use development concept; and

WHEREAS, the Town is willing to use its statutory power of eminent domain to acquire the Property in accordance with the EDPL, and after acquisition of the Property, transfer fee ownership of the Property to the ADC provided that the Company contracts to acquire certain parcels of land identified in Section 3.2(A)(1) currently owned by JEMAL'S BOULEVARD LLC, a New York limited liability company, and any of its related or affiliated entities (collectively, "Jemal"), (ii) demonstrates the ability to provide funds necessary to perform the Company's obligations under this Agreement, including, but not limited to, amounts which may need to be paid to the existing tenants identified in Section 3.1(A)(iii) herein pursuant to Article 3 of the EDPL, and (iii) abides by the terms and conditions of this Agreement as it pertains to the revitalization and redevelopment of the Property after fee ownership of those lands is transferred to the ADC; and

WHEREAS, the ADC is willing to acquire the Property from the Town, transfer the Property to the Company, accept a subsequent conveyance of the ADC Land (as defined herein) from the Town (constituting a portion of the Property), and undertake a request for proposals process to sell ADC Land parcels to prospective developers, all upon the terms and conditions of this Agreement; and

WHEREAS, subject to statutory requirements and limitations, the AIDA is willing to use its statutory power to provide industrial development agency incentives for the revitalization and redevelopment of the Property to effectuate the reuse of the Urban Renewal Area in conformance with the Town's Urban Renewal Plan.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

ARTICLE I

GENERAL MATTERS

SECTION 1.1. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Agreement refer to this Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number and vice versa; and

(D) any certificates, letters or opinions required to be given pursuant to this Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Agreement.

SECTION 1.2. ACCOUNTING PRINCIPLES. Where the character or amount of any asset or liability or item of income or expense is required to be determined or consolidated or other accounting computation is required to be made for the purposes of this Agreement, such determination, consolidation or computation shall be made in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Agreement.

SECTION 1.3. DIRECTLY OR INDIRECTLY. Where any provision of this Agreement refers to action to be taken by any Person (the term "Person" includes an individual, company and government entity), or which provision prohibits any Person from taking certain action, such provision shall be applicable whether such action is to be taken or is not to be taken directly or indirectly by such Person.

SECTION 1.4. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 1.5. PURPOSE. The purpose of this Agreement is to provide for the acquisition, disposition and development of the Property (as set forth on **Schedule A**), which is currently owned by one or more private parties, but which will be ultimately acquired by the Town, transferred to the ADC, then transferred to the Company, with a portion ultimately conveyed to the ADC for further disposition, all in accordance with the terms of this Agreement.

ARTICLE II

REPRESENTATIONS
AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE TOWN. The Town makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

(A) The Town is a duly established New York State municipal corporation, and it has the power to enter into this Agreement and to carry out its obligations hereunder. By proper official action, the Town has been duly authorized to execute, deliver and perform this Agreement.

(B) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach by the Town of any of the terms, conditions or provisions of the General Municipal Law, the Town of Amherst Town Code (the "Town Code"), or of any order, judgment, agreement or instrument to which the Town is a party or by which the Town is bound, or will constitute a default by the Town under any of the foregoing.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AIDA. The AIDA makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The AIDA is a duly established New York State public benefit corporation, and it has the power to enter into this Agreement and to carry out its obligations hereunder. By proper official action, the AIDA has been duly authorized to execute, deliver and perform this Agreement.

(B) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach by the AIDA of any of the terms, conditions or provisions of the General Municipal Law, or of any order, judgment, agreement or instrument to which the AIDA is a party or by which the AIDA is bound, or will constitute a default by the AIDA under any of the foregoing.

SECTION 2.3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ADC. The ADC makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The ADC is a duly organized New York State local development corporation, and it has the power to enter into this Agreement and to carry out its obligations hereunder. By proper official action, the ADC has been duly authorized to execute, deliver and perform this Agreement.

(B) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach by the ADC of any of the terms, conditions or provisions of (1) the New York Not-For-Profit Corporation Law, (2) the certificate of incorporation or bylaws of ADC, or (3) any order, judgment, agreement or instrument to which the ADC is a party or by which the ADC is bound, or will constitute a default by the ADC under any of the foregoing.

SECTION 2.4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, is qualified and authorized to do business in the State of New York and all other jurisdictions in which its operations or ownership of properties so require and has the power to enter into this Agreement and carry out its obligations hereunder. By proper action of its board of directors or as otherwise required, the Company has been duly authorized to execute, deliver and perform this Agreement.

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

(B) Except as has been heretofore disclosed to the Town, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Agreement will: (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Company's Certificate of Incorporation or By-Laws or any other restriction, order, judgment, agreement or instrument to which the Company is a party or by which the Company or any of its property is bound; (2) constitute a default by the Company under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any property of the Company under the terms of any such instrument or agreement; (3) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; and/or (4) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(C) The Company represents and warrants that: (1) it is capable to and will develop or redevelop the Property in accordance with the provisions of this Agreement; (2) it will accept title to the Property subject to the terms and conditions of this Agreement; (3) it (together with its affiliates) is financially capable to fund its obligations under this Agreement and to develop/redevelop those properties in accordance with this Agreement; (4) it has experience with similar redevelopment projects, including mixed-use projects of similar size and scope; and (5) it supports the use of local labor for this redevelopment project, and will endeavor to incorporate/use such labor to the extent practicable.

(D) The Company agrees to complete its obligations under this Agreement in accordance with the time frames set forth in Section 3.2 of this Agreement, subject to any extensions requested from and granted by the Town in writing.

ARTICLE III

ACQUISITION AND DISPOSITION OF PROPERTY

SECTION 3.1. COSTS OF PROPERTY ACQUISITION.

(A) The Town will be responsible for all costs incurred as the result of its acquisition of the Property by eminent domain (or otherwise in accordance with this Agreement), with the following exceptions:

(i) The Company and any related or affiliated entities shall waive any entitlement they may have to compensation as the result of their properties being subject to the Town's use of eminent domain.

(ii) The Company will pay the Town $4,000,000.00 to be used toward payment of just compensation to condemnees at the Property as determined by the Town; provided, however, in the event the Company acquires the Jemal parcels identified in Section 3.2(A)(1) below for less than $15,000,000.00, the payment from the Company to the Town under this Section 3.1(A)(ii) will be increased by the amount of the difference between $15,000,000.00 and the actual amount paid by the Company to acquire said parcels from Jemal. Upon the Company acquiring the Jemal parcels, the Company shall furnish evidence to the Town that it paid transfer tax/deed stamps to the Erie County Clerk on a purchase price of at least $15,000,000.00.

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

(iii) The Company shall be directly responsible for the costs and damages or any award or settlement with and to the following leases at the Property:

- Macy's Department Store
- Dick's Sporting Goods
- Gabe's
- Chili's
- Taste of China

SECTION 3.2. TERMS AND CONDITIONS OF ACQUISITION AND FUNDING.

(A) As conditions precedent to the Town making required offers under EDPL Article 3 and acquiring title to the Property by acquisition under EDPL Article 4 or otherwise, the Company must first:

1. Have a fully-executed written contract to acquire fee ownership of the following parcels of the Property currently owned by Jemal (the "Jemal Contract"):

a. 1261 Niagara Falls Boulevard – SBL 67.06-1-1.111 and 67.06-1-1.111A
b. 1265 Niagara Falls Boulevard – SBL 54.03-1-24.21 and 54.03-1-24.21/C
c. 1269 Niagara Falls Boulevard – SBL 54.03-1-24.4.

2. Deliver to the Town evidence that the Jemal Contract contains a provision stating that, so long as the Jemal Contract is in effect, the Company shall have unilateral control over all EDPL-related decisions relating to the parcels being acquired thereby.

3. Deliver the payment required by Section 3.1(A)(ii) above to be held by the Town in escrow until such time as the Town is required to remit portions thereof to condemnees. The Town will notify the Company of all payments to condemnees pursuant to the Town's acquisition and transfer of the parcels described in subsection C below concurrently with said payments.

(B) Following satisfaction of the conditions precedent set forth in Section 3.2(A), the Town will commence proceedings to acquire the Property under EDPL Article 4 by October 1, 2025.

(C) The Town will acquire and transfer fee title to each parcel of the Property to the Company, using good faith effort to complete by March 31, 2026, subject to the scheduling of the court. Within fifteen (15) days following the entry of an order authorizing the filing of an acquisition map for the Property under EDPL Article 4, the Town shall complete said filing in the office of the Erie County Clerk.

(D) The Town agrees that, within thirty (30) days after acquiring title to the Property acquisition through the EDPL or otherwise, the Town shall enter into a property disposition agreement with the ADC and transfer fee title to the Property to the ADC for $1.00 in accordance with applicable law. Thereafter, the ADC shall complete the notification requirements under the New York Public Authorities Law and shall transfer fee title to the Property to the Company for nominal consideration. The Town, ADC, and the Company agree and recognize that all costs, fees and expenses paid and/or reimbursed to the Town under this Agreement constitute additional valuable consideration accepted by the Town for the proposed transfer of fee title of the Property to the ADC and thereafter to the Company.

(E) The Company agrees to accept fee title to the Property unencumbered by the now existing leases, reciprocal easement agreements and other development restrictions. Upon receipt of title to the Property, the Company shall promptly commence and complete the following:

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1. Within nine (9) months of the Company taking title pursuant to subsection (D) above, complete demolition of (a) all buildings (exclusive of foundations and floor slabs) on the ADC Land (as hereinafter defined), being approximately 225,000 square feet of existing buildings to be demolished and removed, and (b) all buildings necessary for each party to construct its respective potion of the roadways (as hereinafter described) (collectively the "Demolition"), such Demolition to include any necessary asbestos removal; and

2. Within six (6) months of the Company's completion of the Demolition (not counting the months of December, January and February), construction of that certain core street (including lighting, drainage, curbing etc. all to code requirements) on the Property, as more specifically depicted on **Schedule B** attached hereto (the "Company Roadway Construction") pursuant to mutually agreed plans and specifications, provided that concurrently with the Company Roadway Construction, the Town shall extend sewer and water (in sufficient capacities for mutual development of the Property) from Maple Road to the Company Roadway Construction area .

(E) Concurrently with the Company Roadway Construction, the Town shall (i) bring sewer and water laterals in sufficient capacities for mutual development of the Property from Maple Road to the intersection of the Company Roadway and the Town Roadway, and (ii) construct those certain core streets (including lighting, drainage, curbing etc. all to code requirements) on the Property, as more specifically depicted on **Schedule B-1** attached hereto (the "Town Initial Roadway Construction") pursuant to mutually agreed plans and specifications. Within six (6) months from completion of the Company Roadway Construction (not counting the months of December, January, and February), the Town shall also construct the ADC Roadway Construction also depicted on **Schedule B-1** (the Town Initial Roadway Construction and the ADC Roadway Construction being collectively the "Town Roadway Construction"). Upon completion of the Town Roadway Construction, (i) said roadways shall be for public use and maintained by the Town and (ii) the portions of any roadways and related infrastructure located on Company-owned land shall be promptly dedicated to the Town by the Company.

(F) Promptly following completion of (i) the Company Roadway Construction and (ii) the Town Roadway Construction, the Company shall transfer to the Town approximately 15.84 acres of the Property, as more specifically described/depicted on **Schedule C** attached hereto (the "ADC Land") and concurrently with such transfer the Town and UNDEV, LLC (an affiliate of the Company) shall enter into the lease attached hereto as **Schedule E**. Upon transfer of the ADC Land to the Town, the Town agrees to pay the Company $8,200,000.00 as compensation for the transfer to the Town of the ADC Land The Town shall accept the ADC Land in as-is condition (except for the Demolition) and subject to a deed restriction on the portion of ADC Land to contain the Community Greenspace (as hereinafter defined) that such portion of the ADC Land shall be used only for community greenspace , and a deed restriction on the remainder of the ADC Land stating that the ADC Land shall be used only for residential use (and within any residential building complimentary ancillary commercial services shall be allowed, such as, but not limited to, daycare, pharmacy, and coffee shops, etc). The Town agrees to transfer the ADC Land, less the portion designated for Community Greenspace, to the ADC for $1.00 in accordance with applicable law. The Town and/or the ADC, with input from the Development Committee (as hereinafter defined) intend to conduct a request-for-proposals ("RFP") process for the eventual redevelopment of the ADC Land following the execution of this Agreement. The RFP process is intended to result in a high quality, high value residential development containing complimentary ancillary amenities typically found in high quality residential development to maximize the return on public investment, and in connection with the contemplated PIF District, as described in Section 3.2(H), planning, design, acquisition, infrastructure, and associated costs will be sufficiently recouped in an expeditious manner. It is further agreed that the Company, Town, and ADC shall retain the right to utilize utility and access easements over the Property (at locations reasonably approved by the party burdened by any such utility and access easement) as may be necessary for development of the Property and to utilize existing loading and dumpsters at the rear of the existing Gabe's

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building. The Company, Town, and ADC agree to form a committee (the "Development Committee"), which shall consist of two representatives from each party and shall meet as necessary to address matters concerning the redevelopment and reuse of the ADC Land. Notwithstanding the foregoing, the Company and the Town agree that if the Company elects to effectuate the transfer of the ADC Land to the Town prior to satisfaction of subpart (ii) of this subsection F, then the parties shall otherwise fulfill the obligations hereunder (in which case the Town shall remain responsible to complete subpart (ii).

(G) The Town agrees that approximately 1.06 acres of the ADC Land as identified on **Schedule C** attached hereto ((the "Community Greenspace) shall be retained and developed by the Town as community park space. Development of the Community Greenspace shall be completed within two (2) years from conveyance of the ADC Land to the Town and pursuant to mutually agreed plans and specifications. The total acreage of Community Greenspace shall offset the Company's obligation under the Town of Amherst Zoning Ordinance to provide green space on the land the Company retains. The Town shall actively manage and maintain the Community Greenspace, and the Company, at its election, and at the Company's cost, may enhance and make improvements to the Community Greenspace from time to time, subject to reasonable approval of the Town.

(H) Following the Town's transfer of the ADC Land to the ADC, the AIDA may establish a payment-in-lieu-of-tax increment financing district ("PIF District") over portions of the Property, whereby a portion of the payment-in-lieu-of-tax ("PILOT") payments made thereunder for eligible projects in the PIF District will be contributed to the PIF District fund, which will be utilized to pay for infrastructure, development and acquisition costs incurred by the Town pursuant to this Agreement.

ARTICLE IV

INDEMNIFICATION

(A) The Company agrees, as part of the Jemal Contract, to secure a release from Jemal and any affiliated entities, for the benefit of the Town, from any and all claims related to the Town's EDPL process, substantially in the form attached hereto as **Schedule D**.

(B) The Parties agree that in the event a third party challenges any action of the Town in connection with this Agreement, the Town will be primarily responsible for the defense of the litigation, but the Parties will work cooperatively and will share costs of such defense, with fifty (50) percent payable by the Company (the Company's share not to exceed $250,000) and fifty (50) percent payable by the Town.

(C) The Company shall hold harmless and indemnify the Town, AIDA, and ADC for any and all claims made against the Town, AIDA, and ADC for any and all claims, costs, damages, or liability related to the environmental status of the Property, with the exception of the ADC Land, and the indemnities and warranties contained in this Agreement remain in full force and effect in regard to any claims made against the Town, AIDA and ADC in connection with the environmental condition of the Property, excepting the ADC Land. The Town, AIDA and ADC will not be responsible for any environmental remediation expenses for any portion of the Property, excepting the ADC Land.

(D) Excepting demolition and asbestos remediation matters on the ADC Land, the Town shall hold harmless and indemnify the Company for any and all claims, costs, damages, or liability related to the environmental status of the ADC Land and the indemnities and warranties contained in this Agreement remain in full force and effect in regard to any claims made against the Company in connection with the environmental condition of the ADC Land The Company will not be responsible for any environmental remediation expenses for any portion of the ADC Land.

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(C) In the event of any default in the obligations of a party hereto, the non-prevailing party agrees to pay all costs and expenses incurred by the prevailing party in securing performance of this Agreement, including the cost of suit and reasonable attorney's fees.

ARTICLE V

DEVELOPMENT STANDARDS AND APPROVAL

(A) Development of the Property, including the construction of all roadways, will comply with Amherst and New York State building codes and the Town of Amherst Zoning Ordinance.

(B) Any Town required mitigation fees for development of the Property from time to time by the Company or its affiliates shall be waived.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. NOTICES.

(A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by overnight delivery which provides documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

If to the Company:
Benderson Development Company, LLC
570 Delaware Avenue
Buffalo, New York 14202
Attn: Lease Administration Department

With a copy to:
Benderson Development Company, LLC
7978 Coopper Creek Blvd
University Park, FL 34201
Attn: Legal Department

If to the Town:

Town of Amherst
5584 Main Street
Williamsville, New York 14221
Attn: Town Attorney

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With a copy to:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attention: Charles W. Malcomb, Esq.

If to the ADC:

Town of Amherst Development Corporation
4287 Main Street
Amherst, New York 14226

With a copy to:

Hurwitz Fine P.C.
424 Main Street, Suite 1300
Buffalo, New York 14202

If to the AIDA:

Town of Amherst Industrial Development Agency
4287 Main Street
Amherst, New York 14202

With a copy to:

Hurwitz Fine P.C.
424 Main Street, Suite 1300
Buffalo, New York 14202
Attn: Kevin J. Zanner, Esq.

SECTION 6.2. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the Parties, provided, however, that (i) the obligations of the Town hereunder may not be assigned (except to affiliates) prior to the Town's conveyance of the Property to the Company and the Town's completion of the Town Roadway Construction and (ii) the obligations of the Company may not be assigned (except to affiliates) prior to the Company's conveyance of the ADC Land to the Town and the Company's completion of the Company Roadway Construction. Notwithstanding the foregoing, in the event of any assignment of this Agreement by the Company, Benderson Development Company, LLC shall remain primarily liable for all obligations of the Company hereunder.

SECTION 6.3. ENTIRE UNDERSTANDING; COUNTERPARTS. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 6.4. AMENDMENTS. No waiver, amendment, change, modification, release, discharge, alteration or termination of this Agreement shall be made except upon the written consent of the Company and the Town.

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SECTION 6.5. PARTIAL INVALIDITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

SECTION 6.6. SECTION HEADINGS NOT CONTROLLING. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Agreement.

SECTION 6.7. SURVIVAL. All warranties, representations and covenants made by the Company and the Town herein shall be deemed to have been relied upon by the Parties hereto and shall survive any termination of this Agreement.

SECTION 6.8. NO RECOURSE; SPECIAL OBLIGATION OF THE TOWN.

(A) The obligations and agreements of the Town, AIDA, and the ADC contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Town, AIDA, and the ADC and not of any member, officer, agent, servant or employee of the Town, AIDA, and the ADC in his/her individual capacity, and the members, officers, agents, servants and employees of the Town, AIDA, and the ADC shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby.

(B) The obligations and agreements of the Town, AIDA and ADC contained herein shall not constitute or give rise to a general obligation of the Town, AIDA or ADC.

(C) No order or decree of specific performance with respect to any of the obligations of the Town, AIDA or ADC hereunder shall be sought or enforced against the Town, AIDA, ADC or the Company unless: (1) the party seeking such order or decree shall first have requested in writing that the Town, AIDA, ADC or the Company to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Town, AIDA, ADC or the Company shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period; (2) if the Town, AIDA, ADC or the Company refuses to comply with such request and the refusal to comply is based on a reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with an escrow agent an amount or undertaking sufficient to cover such reasonable fees and expenses; and (3) if the Town, AIDA, ADC or the Company refuses to comply with such request and the refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents or employees shall be subject to potential liability, the party seeking such order or decree shall: (a) agree to indemnify, defend and hold harmless the Town, AIDA, ADC or the Company and its members, officers, agents and employees against any liability incurred as a result of its compliance with such demand; and (b) if requested by the Town, AIDA, ADC or the Company, furnish to the requesting party satisfactory security to protect the Town, AIDA, ADC or the Company and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

SECTION 6.9. NO RECOURSE OF THE COMPANY. The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent, servant or employee of the Company in his individual capacity, and the members, officers, agents, servants and employees of the Company shall not be liable

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personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

SECTION 6.10. ACQUISITION OF THE PROPERTY. Any obligation, right or privilege of the Town, ADC or AIDA contained in this Agreement to acquire the fee interest (or any other property interest) of the Property, or to receive fee title to the ADC Land, or other interest of the Property from the Company shall also include the right of the Town, ADC, or AIDA, as the case may be (in each of their sole discretion), to assign or direct that such acquisition be completed by, or such transfer be completed to, the Town, ADC, or AIDA, as the case may be.

SECTION 6.11 VENUE. Any action by any party to this Agreement shall be commenced and maintained in the Supreme Court located in the County of Erie and State of New York.

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Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF AMHERST

By: _____
Name: Brian Kulpa
Title: Supervisor

TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: David Mingoia
Title: Executive Director/CEO

TOWN OF AMHERST DEVELOPMENT CORPORATION

By: _____
Name: David Mingoia
Title:

BENDERSON DEVELOPMENT COMPANY, LLC

By: _____
Name:
Title:

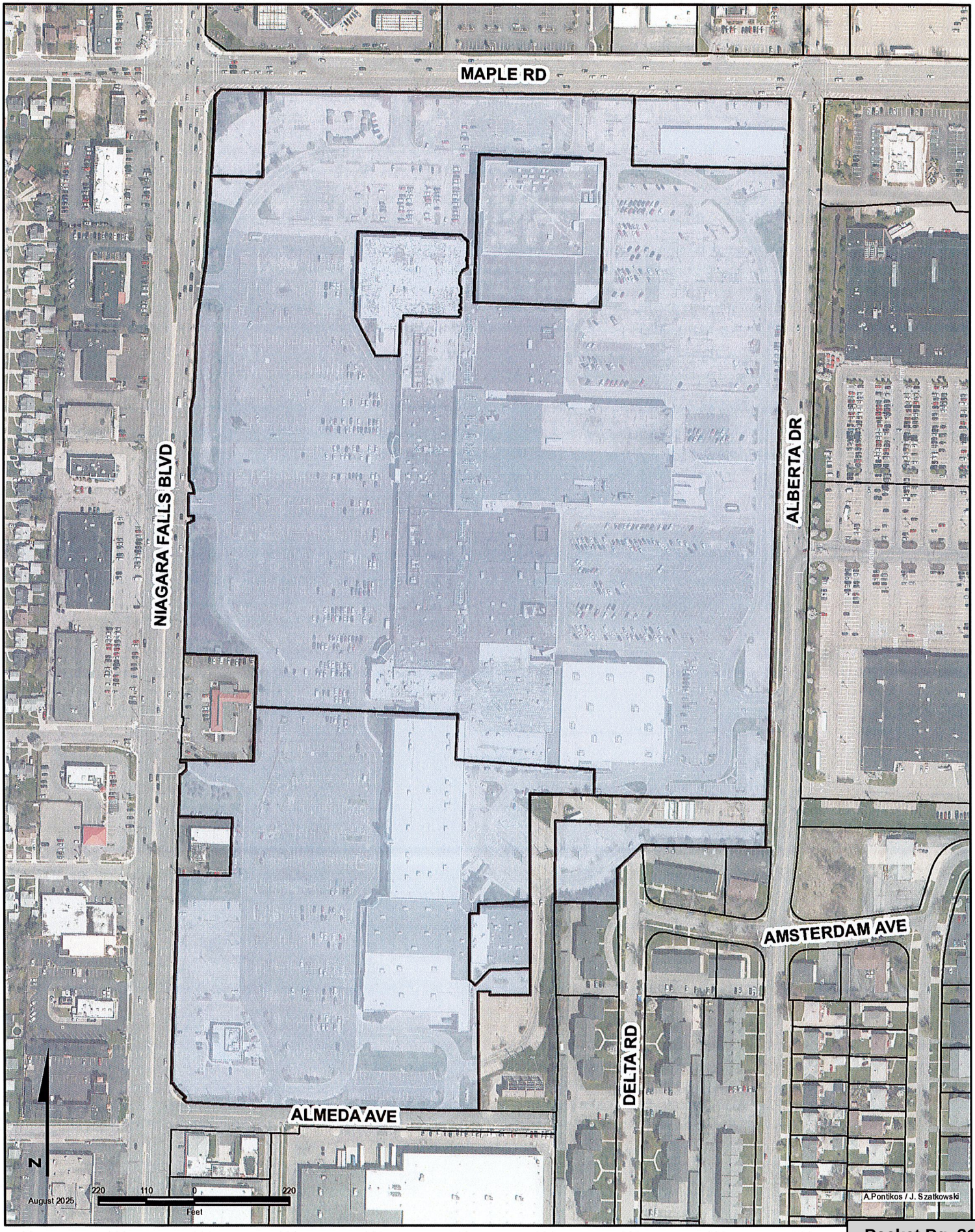
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SCHEDULE A

DEPICTION OF PROPERTY

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

Schedule A - Depiction of The Property



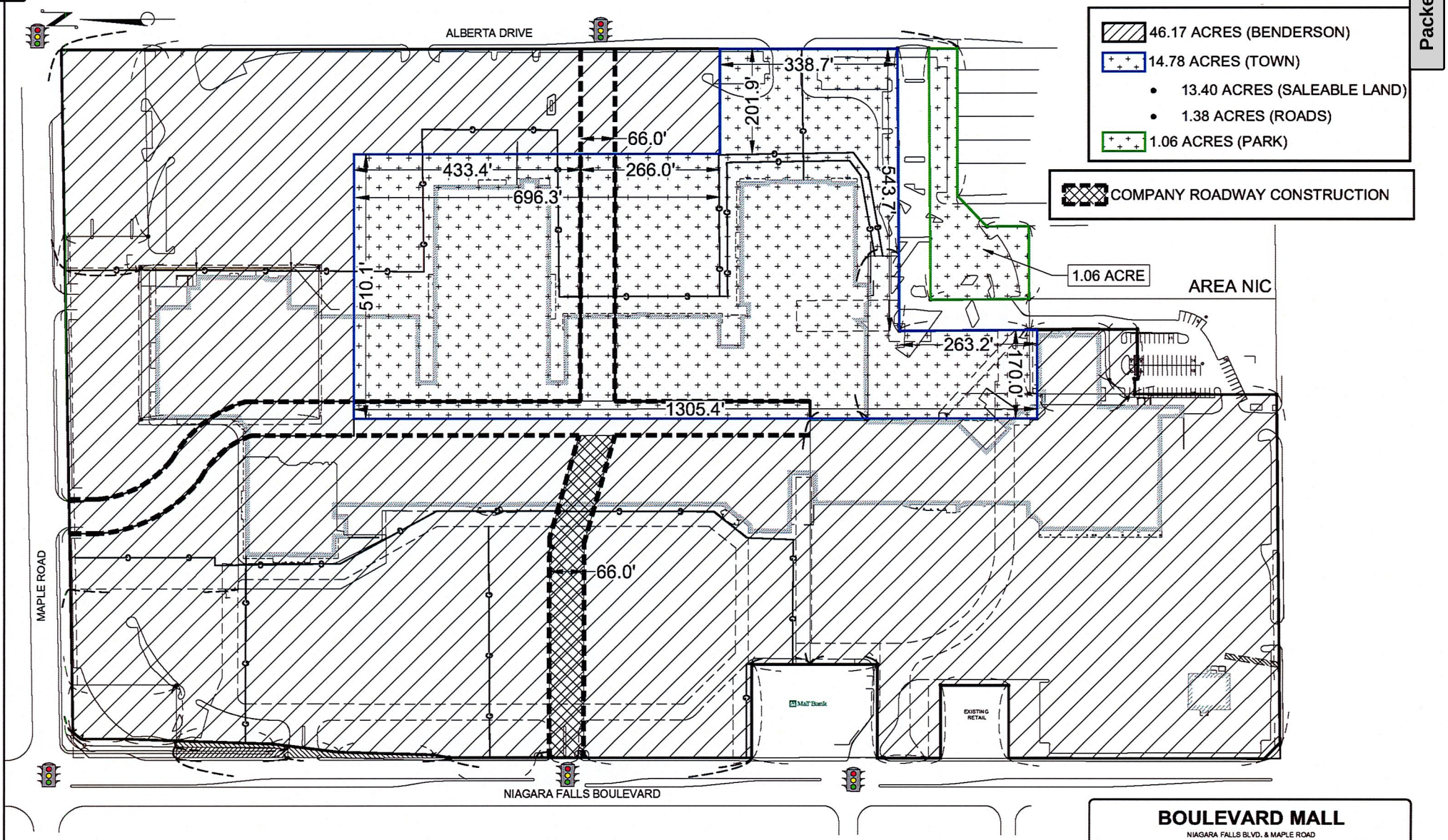
Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

SCHEDULE B

COMPANY ROADWAY CONSTRUCTION

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

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THIS PLAN WAS DRAWN WITHOUT THE BENEFIT OF A CURRENT SURVEY. ALL DIMENSIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED.

THE SOLE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE THE APPROXIMATE DIMENSIONS AND LAYOUT OF THE DEMISED PREMISES. NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE ILLUSTRATION.

BOULEVARD MALL

NIAGARA FALLS BLVD. & MAPLE ROAD
AMHERST, NY

PROPERTY ID#: 5162 LEGAL ACERAGE AND DIMENSIONS — OCTOBER 31, 2025

BENDERSON DEVELOPMENT COMPANY, LLC
570 DELAWARE AVENUE, BUFFALO, NY 14202
Phone: (716) 884-8311 Fax: (716) 884-7791
www.bendersondevelopment.com

SURVEY PLAN

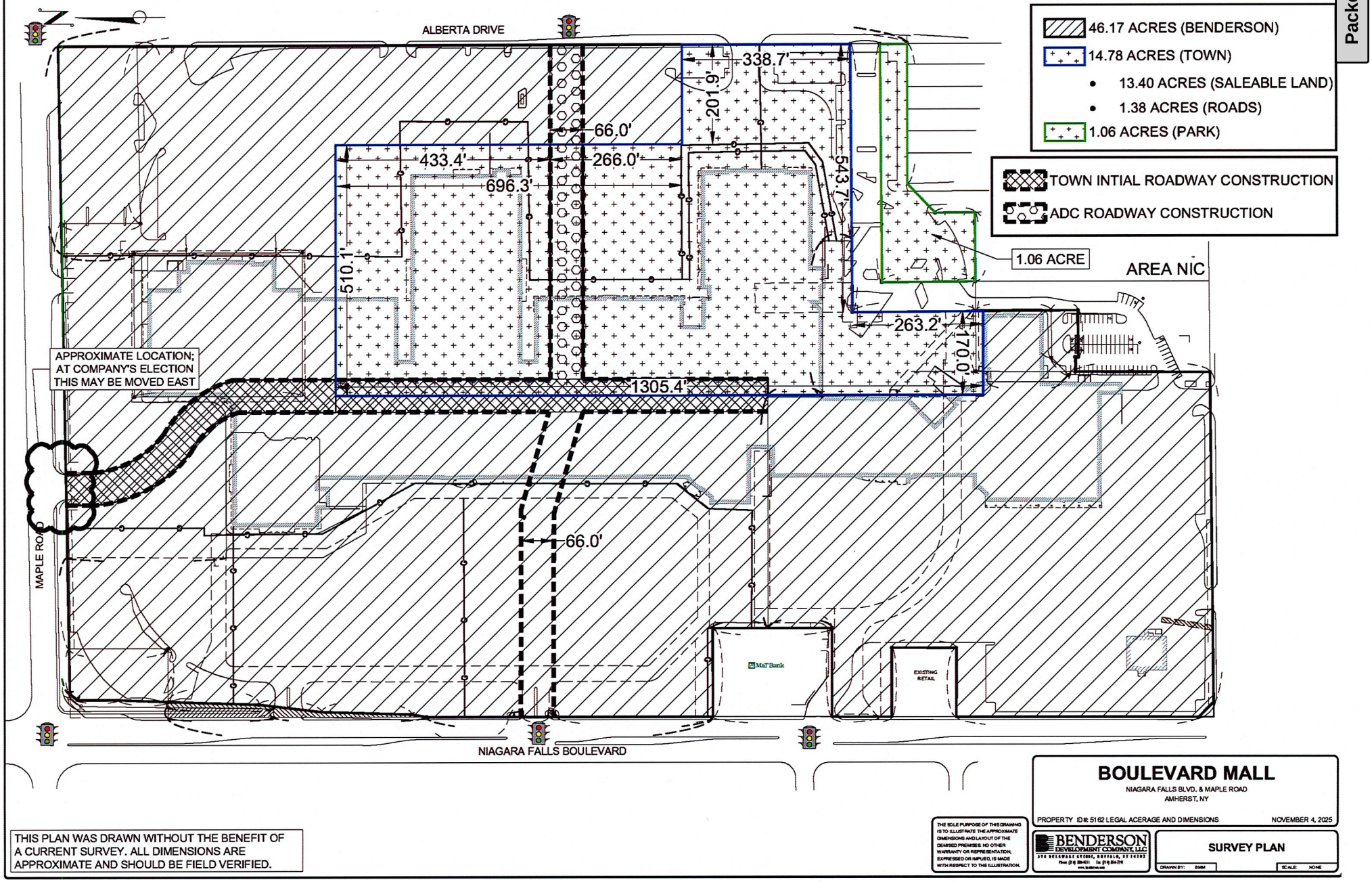
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SCHEDULE B-1

TOWN INITIAL ROADWAY CONSTRUCTION AND ADC ROADWAY CONSTRUCTION

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

Attachment: Exhibit B.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,



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THE SOLE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE THE APPROXIMATE DIMENSIONS AND LAYOUT OF THE DEMISED PREMISES. NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE ILLUSTRATION.

BOULEVARD MALL

NIAGARA FALLS BLVD. & MAPLE ROAD
AMHERST, NY

PROPERTY ID#: 5162 LEGAL ACREAGE AND DIMENSIONS — NOVEMBER 4, 2025

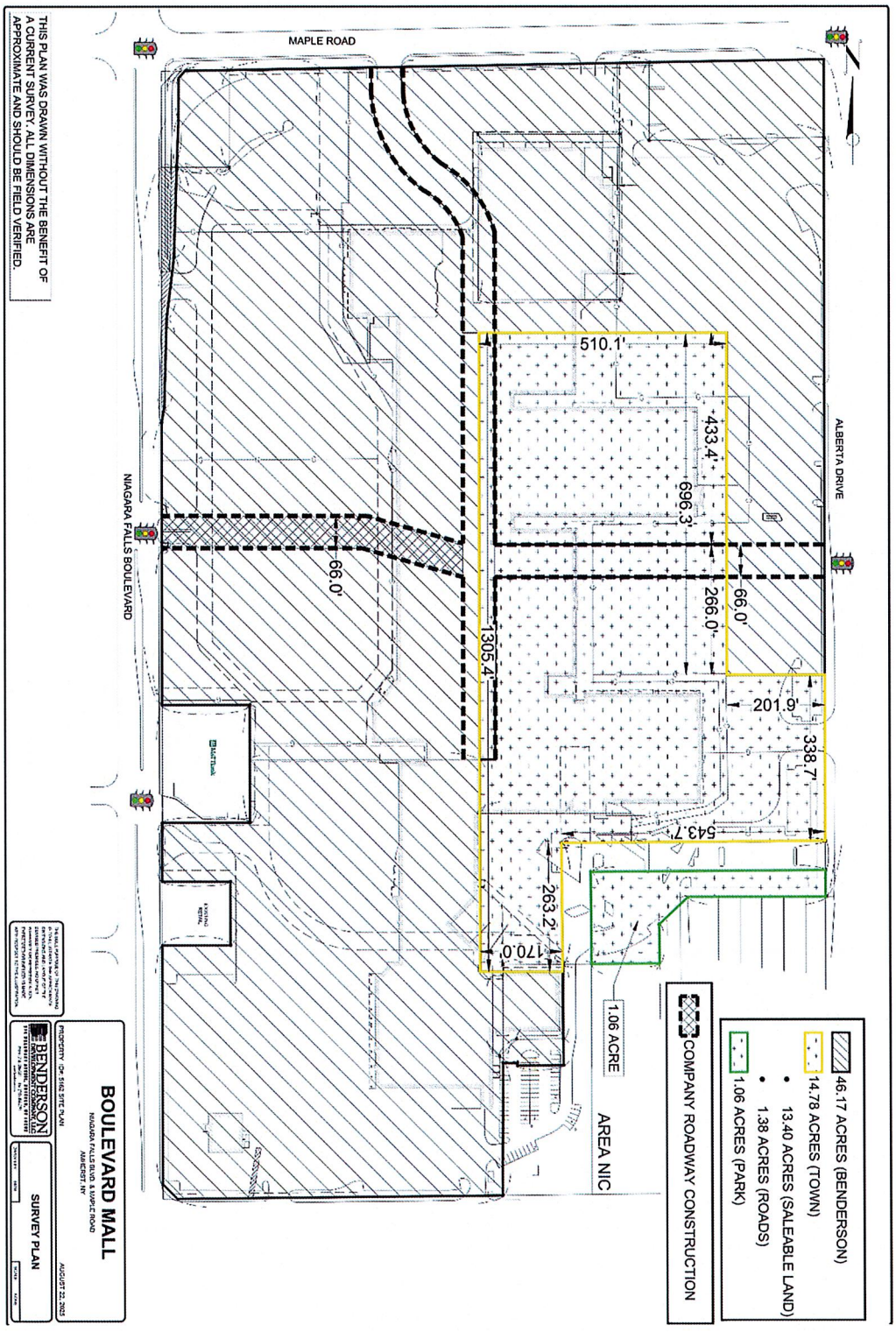
BENDERSON DEVELOPMENT COMPANY, LLC

SURVEY PLAN

DRAWN BY: BMM — SCALE: NONE

SCHEDULE C

DEPICTION OF ADC LAND



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SCHEDULE D

RELEASE

This Release Agreement ("Agreement") is entered into by and between JEMAL'S BOULEVARD LLC and any of its related or affiliated entities, members, interest holders, assigns, parents, subsidiaries, predecessors, successors, and divisions, including Douglas Jemal individually, as RELEASOR ("Jemal"), on the one hand, and the Town of Amherst (the "Town"), as RELEASEE, on the other hand (collectively, the "Parties"), effective as of _____, ____, 2025.

RECITALS

A. WHEREAS, the Town developed a Boulevard Central District Urban Renewal Plan dated October 24, 2022 (the "Urban Renewal Plan") in furtherance of its Boulevard Central District Action Plan and Bicentennial Comprehensive Plan;

B. WHEREAS, the Town, in furtherance of its Urban Renewal Plan, issued a determination and findings pursuant to Article 2 of the New York Eminent Domain Procedure Law (the "EDPL") to acquire certain real property described in the attached **Schedule A** and located in the Town of Amherst, New York (the "Property"), being one or more of the properties or portion(s) of properties located within the Boulevard Central District Urban Renewal Area to move forward with an economic revitalization and redevelopment plan for the Property involving a mixed use development concept; and

C. WHEREAS**,** Jemal owns certain parcels within the Property, and Jemal has agreed to sell them to [BENDERSON]; and

D. WHEREAS, as an express condition of Jemal's sale of those certain parcels within the Property to [BENDERSON] and in consideration of the proceeds of that sale, Jemal has agreed to completely release and discharge the Town (and any of its officers, boards, representatives, employees, and any of its related or affiliated entities) from any and all actions, causes of action, suits, debts, dues, sums of money, demands, liabilities, obligations, controversies, agreements, promises, damages, judgments, extents, executions, expenses, fees, costs of any kind, claims and demands whatsoever, in law, admiralty or equity—related to, resulting from, arising out of, or connected, directly or indirectly, with the Property, the Town's Urban Renewal Plan, and/or all steps taken by the Town pursuant to the EDPL in furtherance of or related to the Town's Urban Renewal Plan—that Jemal ever had, now have, or hereafter can, shall or may have;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

Jemal, in consideration of the proceeds of its sale of certain parcels within the Property to [Benderson], the receipt of which is hereby acknowledged, hereby releases and discharges **the Town** and any of its officers, boards, representatives, employees, and any of its related or affiliated entities from any and all actions, causes of action, suits, debts, dues, sums of money, demands,

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liabilities, obligations, controversies, agreements, promises, damages, judgments, extents, executions, expenses, fees, costs of any kind, claims and demands whatsoever, in law, admiralty or equity—related to, resulting from, arising out of, or connected, directly or indirectly, with the Property, the Town's Urban Renewal Plan, and/or all steps taken by the Town pursuant to the EDPL in furtherance of or related to the Town's Urban Renewal Plan—that Jemal ever had, now have, or hereafter can, shall or may have.

This RELEASE does not constitute an admission of liability regarding any matter by either the RELEASORS or RELEASEE.

This RELEASE may not be modified or changed orally.

The signatories below represent and warrant that they are authorized to sign this Release.

[*The remainder of this page is intentionally left blank*]

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

IN WITNESS WHEREOF, RELEASORS have hereby executed this instrument on the ____ day of _____, 2025.

JEMAL'S BOULEVARD LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
: ss
COUNTY OF _____)

On _____ ___, 20__, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that s/he executed the same.

_____
Notary Public

THE TOWN OF AMHERST

By: _____
Name: _____
Title: _____
Date: _____

STATE OF NEW YORK)
: ss
COUNTY OF ERIE)

On _____ ___, 20__, before me personally came _____ to me known, and known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that s/he executed the same.

_____
Notary Public

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

SCHEDULE E

LEASE

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

LEASE

THIS AGREEMENT, made this _____ day of _____, 2025, between UNDEV, LLC ("Lessor"), having offices at 7978 Cooper Creek Boulevard, University Park, Florida 34201, party of the first part, and TOWN OF AMHERST ("Lessee"), having offices at 5583 Main Street, Amherst, New York 14221, party of the second part.

WITNESSETH:

That the Lessor hereby lets to the Lessee and the Lessee hereby hires from the Lessor the following premises:

an existing 2-story building of approximately 27,568 square feet of space ("Demised Premises") with an address of 1185 Niagara Falls Boulevard, Amherst, New York 14226 and located in the Development currently known as The Boulevard Mall ("Development") for a term of thirty (30) years

to commence ninety (90) days from the completion of Demolition on the ADC Land (as such terms are defined in a separate Agreement between Lessee and Lessor's affiliate affecting the Development), or to commence on the date the Lessee commences operations at the Demised Premises, whichever is sooner (the "Commencement Date"). Within a reasonable time thereafter, Lessor and Lessee shall enter into a supplemental agreement prepared by Lessor which affirms the date that the Demised Premises were made available and the date upon which the original term of said Lease shall expire.

Lessee shall have the non-exclusive right to use all common areas at the Development, as same may exist from time-to-time.

LESSEE COVENANTS TO PAY RENT AS FOLLOWS:

an annual rental of $408,000.00 payable in equal monthly installments of $34,000.00 each for the first year; commencing on the first day of each subsequent year of the term of the Lease, the annual rental shall automatically increase by two percent (2%) over the amount payable by Lessee for the immediately preceding year and shall be payable in equal monthly installments;

in advance on the first day of each month without offset or deduction to Lessor, in its name, at P.O. Box #713201, Philadelphia, Pennsylvania 19171-3201, or to such other address or payee as Lessor may designate in writing. In the event that the Commencement Date is other than on the first of the month, then the rental for the balance of the month shall be pro-rated accordingly and the full term of the Lease shall commence on the first day of the following month. Notwithstanding the foregoing, Lessor agrees that Lessee may make its monthly rent payments via ACH transfer or any other form of direct deposit (and Lessor, upon request, will provide Lessee with all bank instructions and other information needed for such ACH transfer or other direct deposit payment).

Lessee shall be required to pay any applicable taxes levied against rental payments made hereunder.

Please initial: _____

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Lessee agrees to pay all rents and other charges under the terms of this Lease when they are due and payable. Any rents remaining unpaid ten (10) days after due date or any other charges remaining unpaid ten (10) days after receipt of invoice shall be subject to a two percent (2%) monthly late charge, provided that Lessor shall waive up to three such late charges per year.

EVERY COVENANT OF THIS LEASE SHALL BE DEEMED A CONDITION THEREOF WHICH SHALL INCLUDE:

COVENANT TO PAY RENT

1. The Lessee shall pay the above specified rent at the times and place hereinbefore mentioned.

USE

2. Lessee covenants and agrees to use the Demised Premises for the following purpose only: the operation of a community center.

SIGNS, BUILDING ALTERATIONS AND CHANGES

3. The Lessee shall not use the Demised Premises for any other purpose than as above stated, nor erect or display any signs on the Demised Premises, nor make any alterations, additions or improvements to or upon the Demised Premises without the prior written consent of the Lessor, nor make or permit any defacement, injury or waste in, to or about the Demised Premises. Lessor reserves the right to enlarge or diminish store sizes (other than the Demised Premises) and to construct additional buildings on the site of which the Demised Premises are a part.

SUBLETTING AND ASSIGNMENT

4. Lessee shall not assign or otherwise transfer this Lease or any of its rights hereunder, mortgage or otherwise encumber this Lease or any of its rights hereunder, sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises or any part thereof except to a Permitted Transferee. A "Permitted Transferee" shall mean any sublease or other arrangement for portions of space within Lessee's operations for use by a 501(c)(3) organization, school district created under New York State law, or a municipal corporation created under New York State law, operating its portion of the Demised Premises in accordance with paragraph 2 above. Consent by the Lessor to any assignment or sublease shall not be deemed consent to further or additional assignments and sublettings, nor shall any consent release Lessee (or its guarantor, if any) from liability for performance of all terms and conditions of this Lease. In each case prior written consent of the Lessor must be obtained, such consent not to be unreasonably conditioned, delayed, or withheld.

SUBORDINATION OF MORTGAGES

5. This Lease shall be subject and subordinate to the lien of any mortgage or mortgages or deed or deeds of trust, which at any time may be placed upon

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the Lessor's interest in the Demised Premises.

EXAMINATION OF PREMISES

6. The Lessor shall at all reasonable times have access upon 48 hours prior written notice except in the case of emergency to the Demised Premises for the purposes of examining the same, making repairs required to be made by Lessor, or for the purpose of showing the Demised Premises to prospective purchasers or lessees; and for a period of at least three (3) months prior to the expiration of the Lease or any renewal thereof, shall have the right to post a sign on the front of Demised Premises offering the same "To Let" or "For Sale", which said sign the Lessee shall permit to remain without molestation.

LAW AND RULE COMPLIANCE

7. Lessee agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County, Municipal authorities and regulations of the Board of Fire Underwriters applicable to the Demised Premises and to the business to be conducted by Lessee in the Demised Premises.

INSURANCE

8. Lessee agrees to provide Landlord with evidence of self-insurance for liability covering the Demised Premises and Lessee's operations at the Demised Premises and Maintenance Area (as hereinafter defined), which names Lessor as additional insured in the maximum coverages the self-insurance plan of Lessee will allow and Lessee shall not permit such insurance to lapse. Lessee agrees to provide Lessor with evidence of first party "all-risk" property damage insurance covering the Demised Premises from an insurer authorized to do business in New York State and which is rated "A-VIII or equivalent in AM Best's Key Rating Guide (or other top 5 national rating organization) covering the Demised Premises naming Lessor as loss payee and having a deductible of $100,000.00 (as same may be increased in a commercially reasonable manner during the term of this Lease consistent with inflation from time-to-time).

UTILITIES AND SERVICES

9. The utilities and services including, without limitation, electricity, water, gas, internet, fiber and telephone service, furnished to the Demised Premises shall be provided and paid for by the Lessee, commencing on the date Lessee takes possession of the Demised Premises. Lessee shall not discontinue utility service to the Demised Premises at any time during the term of this Lease. If a sprinkler system is on the premises, Lessee will promptly pay water charges for such system regardless of basis on which municipality or water authority charges for such service. It is agreed that unless caused by Lessor's negligence or willful act, the interruption or failure of any utility services shall not constitute an eviction or disturbance of Lessee's use and possession of the Demised Premises or breach by Lessor of any of its obligations hereunder, that Lessor shall not by reason thereof be liable for damages, and Lessee shall not be thereby relieved of any of its obligations

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hereunder. Lessee shall at all times operate the HVAC system and all utilities serving the Demised Premises so as to prevent any damage to the Demised Premises or the systems serving the Demised Premises.

TERMINATION ON DEFAULT AND RIGHTS OF PARTIES

10. A. In the event that Lessee shall violate any condition, covenant or agreement contained in this Lease, or any part thereof, then Lessor shall have the right at Lessor's election to terminate this Lease on first giving to Lessee thirty (30) days' notice to cure such default, if such default is the failure to pay past due rent, or twenty (20) days' notice if such default is the breach or non-observance of any other covenant or condition, provided, however, that if the nature of Lessee's default is such that it cannot be cured solely by payment of money and more than twenty (20) days may be reasonably required for such cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said twenty (20) day period and shall thereafter diligently prosecute such to completion; such election to be served by private delivery service such as FedEx where a signed delivery receipt is obtained addressed to Lessee at the address first above given, by registered or certified mail in a postpaid envelope addressed to the Lessee addressed to Lessee at the address first above given, or by posting the same in some conspicuous place in or about the Demised Premises. The above mentioned term shall cease upon the expiration of said thirty (30) or twenty (20) days, as the case may be, in the same manner and to the same effect as if that were the expiration of the original term of this Lease; it being further understood and agreed that such election shall be solely in the discretion of Lessor, and, if exercised, shall be conclusive upon Lessee.

B. Notwithstanding the foregoing provision, it is agreed that if Lessee or its guarantor (if any) shall be adjudicated a bankrupt, or a receiver is appointed for the business and property of Lessee or its guarantor (if any), or if Lessee or its guarantor (if any) shall make an assignment for the benefit of creditors, then at the option of Lessor, this Lease may be canceled upon written notice by Lessor to Lessee, but Lessor shall not be required to give the notice as required in Subparagraph 'A.'

C. If the Lessee shall be deemed in default of any one or all of the events contained in subparagraphs A and B above beyond the applicable notice and cure periods, the Lessor may:

(1) at its option, terminate this Lease upon written notice to Lessor as described above;

(2) upon the termination of this Lease at the option of the Lessor as aforesaid, the Lessee will surrender possession of the Demised Premises to the Lessor and remove all effects therefrom and if such possession be not surrendered within a reasonable time period not to exceed thirty (30) days, pursuant to a court order the Lessor shall forthwith re-enter the Demised Premises and repossess itself thereof as in its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any trespass or forcible entry;

(3) if the Lessee shall not remove all effects from the Demised

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Premises as above provided, Lessor may, at its option, remove any or all of said effects in any manner that Lessor shall choose and store the same without liability for loss thereof, and Lessee will pay the Lessor, on demand, any and all expenses incurred in such removal and also storage on said effects for a reasonable length of time not to exceed thirty (30) days during which the same shall be in Lessor's possession or in storage;

(4) relet the Demised Premises or any part or parts thereof either in the name of Lessor for a term or terms which may at Lessor's option extend beyond the balance of the term of this Lease, and Lessee shall pay Lessor any deficiency between the rent hereby reserved and covenanted to be paid in such reletting, including, but not limited to, actual and reasonable expenses of remodeling and putting the Demised Premises in good order and preparing the same for re-rental. Such deficiency shall be paid in monthly installments, upon statements rendered by Lessor to Lessee. Any suit brought to collect the amount of the deficiency for any one or more months shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent months;

(5) collect from Lessee any other loss or damage Lessor may sustain by reason of any breach;

(6) in the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Lease, Lessor shall have the right to enjoin any such breach or threatened breach;

(7) cure such default by Lessee at Lessee's expense, and upon completion of such cure by Lessor Lessee shall, upon demand and as additional rent, reimburse Lessor for all actual and reasonable costs in connection therewith.

D. Any and all rights and remedies which Lessor may have under this Lease and any rider hereto attached and made a part hereof and at law or in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time.

E. In the event Lessor shall violate any covenant or agreement contained in this Lease, then Lessee shall have the right, on first giving Lessor thirty (30) days' notice to cure such default, (provided, however, that if the nature of Lessor's default is such that more than thirty (30) days may be reasonably required for such cure, then Lessor shall not be deemed in default if Lessor shall commence such cure within said thirty (30) day period and shall thereafter diligently prosecute such to completion), to perform such covenant or agreement for and on behalf of Lessor or make good any default, and any reasonable amount or amounts which Lessee shall advance on Lessor's behalf shall be paid to Lessee within thirty (30) days of Lessee billing Lessor therefore together with documentation substantiating such amounts; if Lessor fails to remit within such thirty (30) day period then Lessee may thereafter deduct such amount from rent.

HOLDING OVER

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11. In the event that Lessee shall remain in the Demised Premises after the expiration of the term of this Lease without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease but shall create a tenancy from month to month, subject to all the terms and conditions of this Lease except as to duration and rental which Lessor and Lessee agree shall increase to double the amount of the rental last in effect.

CONDITION OF PREMISES

12. Lessee has examined the Demised Premises and accepts them in their present condition except as otherwise expressly provided herein and without any representations on the part of Lessor or its agents as to the present or future condition as the reasonable use thereof will permit.

MECHANIC'S LIEN

13. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law, or otherwise, to attach to or be placed upon Lessor's title or interest in the Development or Demised Premises, and any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only. In the event that any mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by or on behalf of Lessee, Lessor, at its option, after ten (10) days' notice to Lessee, may terminate this Lease and may pay the said lien without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging or bonding the said lien, as additional rent hereunder.

EMINENT DOMAIN

14. If the property or any part thereof wherein the Demised Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Lessor shall forthwith terminate. Lessee in no event shall have any claim or interest in or to any award of damages for such taking.

CASUALTY LOSS

15. A. If the building or other improvements located on the Demised Premises should be damaged or destroyed by fire or other casualty, Lessee shall give prompt notice thereof to Lessor. All insurance proceeds shall be made available to Lessor for restoration, Lessee shall pay to Lessor the amount of any applicable deductible, and Lessor shall promptly following receipt of such proceeds repair or reconstruct the Demised Premises to substantially the condition existing immediately prior to such damage, or as otherwise permitted by applicable requirements. During the period of reconstruction, rent due hereunder shall not abate.

B. Notwithstanding the foregoing, if a fire or other casualty occurs within twenty-four (24) months prior to the expiration of the then-current term which results in damage to the Demised Premises with a cost to repair

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in excess of fifty percent (50%) of the then-current Fair Market Value of the Demised Premises (as hereinafter defined) (a "Termination Casualty"), then Lessor may elect not to complete the restoration and to terminate this Lease, in which event all of Lessee's obligations under this Lease shall terminate and any prepaid and unearned rent shall be refunded to Lessee As used herein, the "Fair Market Value of the Demised Premises" shall be the fair market value of the Premises as determined by an appraisal of the Demised Premises prepared by an MAI appraiser who is mutually satisfactory to Lessor and Lessee with not less than ten (10) years' experience appraising properties similar to the Demised Premises in the metropolitan area in which the Demised Premises is located (an "Appraiser"). If Lessor does not elect to terminate this Lease as above described, and if Lessor does not substantially complete the repairs to the Demised Premises within 180 days after the date of the casualty, then Lessee shall have the right to terminate this Lease by notice given to Lessor at any time after said 180 day period, but before the substantial completion of the repairs and any prepaid or unearned rent shall be refunded promptly to Lessee by Lessor.

BUILDING RULES

16. The rules and regulations of Lessor regarding the Demised Premises affixed to this Lease, if any, as well as those reasonable rules and regulations which shall hereafter apply to the premises of which the Demised Premises forms a part, shall be observed by Lessee and by Lessee's guests, invitees, licensees, employees, agents and customers. Display, sales or storage on the sidewalks is prohibited. Lessee and its employees shall park their cars only in the areas designated by Lessor.

GLASS

17. Lessee agrees to replace at Lessee's expense any and all glass and molding which may become broken or in need of repair in and on the Demised Premises.

LIABILITY

18. A. Except to the extent arising out of the conduct caused by the negligence and/or intentional acts of Lessor, its agents, employees or other representatives, Lessee hereby agrees to indemnify and save Lessor, its principals, agents, employees and representatives, successors and assigns safe and harmless from and against all actual and reasonable losses, costs, liabilities, claims, actions, damages and expenses, including actual and reasonable attorneys' fees and disbursements, penalties and fines, incurred in connection with (a) any default by Lessee in the observance or performance of any of the terms, covenants, or conditions of this Lease on Lessee's part to be observed or performed; and/or (b) the use or occupancy or manner of use or occupancy of the Demised Premises and Maintenance Area by Lessee or any person claiming through or under Lessee; and/or (c) any occurrence in the Demised Premises and/or Maintenance Area; and/or (d) any negligent acts, omissions, or negligence by Lessee or Lessee's contractors, agents, servants, employees, visitors, invitees or licensees within Lessee's actual supervision or control in or about the Demised Premises or Maintenance Area during the Term of this Lease, provided that Lessee shall not be liable to Lessor for

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any indirect, special, consequential, incidental, punitive or exemplary losses, damages, expenses or fine. Lessee shall pay to Lessor within forty-five (45) days after receipt by Lessee of bills or statements therefore all reasonable sums payable by Lessee to Lessor according to the provisions of this Section. Lessee's obligations under this Section shall survive the termination of this Lease for a period not to exceed three (3) years. Lessor shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from the negligent acts or omissions of Lessee, its employees, agents or invitees.

B. In the event Lessee's operations at the Demised Premises include the sale, distribution or storage of alcoholic beverages then the foregoing insurance policy shall be endorsed to include liquor liability insurance (a/k/a "dram shop insurance") written on an occurrence basis.

C. Except to the extent caused by the gross negligence or willful misconduct of Lessee, its agents, employees, or other representatives, to the fullest extent permitted by New York law, Lessor agrees to indemnify and save Lessee, its Town Board members, principals, agents, employees, and representatives, successors and assigns safe and harmless from and against all losses, costs, liabilities, claims, actions, damages, and expenses, including reasonable attorneys' fees and disbursements, penalties and fine, incurred in connection with or arising from (a) any default by Lessor in the observance or performance of any of the terms, covenants or conditions of this Lease on Lessor's part to be observed or performed; and/or (b) negligent conduct by Lessor or Lessor's contractors, agents, servants, employees, visitors, invitees, or licensees within Lessor's control in or about the Demised Premises during the Term of this Lease, provided that Lessor shall not be liable to Lessee for any indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses. Lessor shall pay to Lessee within ten (10) days after receipt by Lessor of bills or statements therefor all reasonable sums payable by Lessor to Lessee according to the provisions of this Section. Lessor's obligations under this Section shall survive the termination of this Lease for three (3) years.

D. Lessee shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from negligent acts or omissions of Lessor, its employees, agents or invitees.

CARE OF PREMISES

19. A. Lessee further agrees as follows: (a) to pay all utility charges promptly, (b) to make all repairs and replacements in a workmanlike manner, (c) to keep the Demised Premises and platform, loading dock or service areas used by Lessee in good, healthful and clean condition, (d) to prevent the Demised Premises from being destroyed or damaged by fire, the elements or otherwise, (e) to cause the sidewalks adjacent to Demised Premises to be kept free of rubbish and equipment and personalty, (f) not to operate any machine upon the Demised Premises without the consent of the Lessor, (g) not to overload the floors, (h) not to paint on the exterior of Demised Premises, and (i) not to use the Demised Premises in a manner which creates a nuisance or which disturbs any other tenants or occupants of neighboring property.

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B. Lessee shall be responsible for removing its trash to a dumpster provided by Lessor at Lessor's cost. In no event shall Lessee deposit medical waste or any hazardous materials into such shared dumpster.

REDEMPTION

20. The Lessee expressly waives, forfeits, surrenders and releases the Lessor from the operation of any provision of law now in force or which may be hereafter enacted, giving the Lessee the right under any conditions after default, to the redemption and repossession of the Demised Premises or any part thereof.

EXTERIOR MAINTENANCE

21. A. At Lessee's expense, Lessee shall maintain, or cause to be maintained, the Maintenance Area (as shown on Exhibit A attached hereto) in a sightly, safe condition and good state of repair. The unimproved Maintenance Area shall be mowed and kept litter-free. The minimum standard of maintenance for the improved Maintenance Area shall be comparable to the standard of maintenance followed in other first class retail developments in the greater Buffalo, New York metropolitan area; notwithstanding the foregoing, however, the Maintenance Area shall be operated and maintained in compliance with all applicable Governmental Requirements, and the provisions of this Agreement. All Maintenance Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Development as a whole. Such operation, maintenance, replace and repair obligation shall include but not be limited to the following:

(i) Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing and, when necessary to restripe the parking area, resealing. (For the purpose of this Section, an overlay of the drives and parking areas shall be considered a maintenance item.)

(ii) Debris and Refuse. Periodically removing papers, debris, filth, refuse, ice and snow (2" on surface to the extent necessary to keep the Maintenance Area in a first-class, clean and orderly condition.

(iii) Directional Signs and Markers. Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs or markers; restriping parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks.

(iv) Lighting. Unless separately metered to the Demised Premises, Lessee shall pay to Lessor its share of electricity to light the Maintenance Area.

(v) Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs in an attractive and thriving condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings; providing water for landscape irrigation through

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a properly maintained system, including performing any modifications to such system to satisfy governmental water allocation or emergency requirements.

(vi) Obstructions. Keeping the Maintenance Area free from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Agreement.

(vii) Sidewalks. Maintaining, cleaning and replacing sidewalks, including those adjacent and contiguous to Buildings. Sidewalks shall be swept at appropriate intervals during such time as shall not interfere with the conduct of business or use of the Maintenance Area and shall be cleared of ice or snow (after each snow fall of 2" or more).

(viii) Common Utility Lines. Maintain, repair, replace and/or relocate all Common Utility Lines in a safe, clean and good state of repair and condition, and in compliance with all Governmental Requirements, as quickly as possible and after normal business hours whenever possible.

(ix) Signs. Maintain any free-standing pylon signs in a safe, clean and good state of repair and condition, and in compliance with all Governmental Requirements.

(x) Insurance. Maintain the insurance required by this agreement.

B. In the event Lessee fails to perform its obligations under this paragraph, Lessor shall have the right, upon giving not less than sixty (60) days written notice to Lessee, to take-over and assume the maintenance of the Maintenance Areas. Following the effective date of such take-over and assumption, Lessor shall maintain the Maintenance Area in accordance with the obligations set forth in this Section A above and Lessee shall pay to Lessor a monthly escrow in an amount reasonably estimated to cover Lessor's actual costs (with an annual reconciliation of such escrow to true-up to actual). Following such annual reconciliation, the monthly escrow amount may be adjusted to reflect then current amounts.

BUSINESS OPERATION

22. The Lessee covenants and agrees that it will, during the entire term of this Lease, operate the business for which the Demised Premises are leased, and will not permit the Demised Premises to become closed or out of operation, except in the normal course of its operation, unless for some reason beyond the Lessee's control.

LESSOR'S RIGHT OF RECAPTURE

23. Lessor shall have the right of recapture to take over the space occupied by the Lessee should the Lessee assign this Lease, sublet or vacate the Demised Premises or any part thereof before the expiration of said Lease, except to a Permitted Transferee consistent with Paragraph 4 above, at the rental the Lessee is paying.

TAXES

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24. Lessor shall pay all real property taxes and assessments or governmental impositions in lieu thereof, be they special or otherwise of every kind and nature (including without limitation, assessments for public improvements or benefits whether or not commenced during the term of this Lease), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees and other authorization fees, public dues and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen), of every character (including all penalties or interest thereof, if incurred due to Lessor's late payment.

COVENANT AGAINST WITHHOLDING OF RENTAL

25. Notwithstanding any other provisions contained in this Lease or any extensions, modifications or renewals thereof, it is understood and agreed that in the event of default in performance of any agreement, condition, or other provisions to be performed by the Lessor, or if for any other reason Lessee might be entitled to any reimbursement from Lessor, in no event shall Lessee deduct or withhold any such amount from rental payments due Lessor pursuant to the rental provision of this Lease.

MONTHLY RENTAL STATEMENTS

26. The Lessor shall not be required to send to Lessee monthly statements for rentals due or to become due under the terms and conditions of this Lease.

BUILDING MAINTENANCE

27. Lessor shall maintain the roof and structure but have no other obligation with respect to the maintenance and repair of the Demised Premises and Lessee, at its expense, will keep the remainder of Demised Premises and all improvements thereon including but not limited to plumbing, service lines, heating, ventilating and air conditioning systems and the roadways, parking areas, interior and exterior lighting fixtures, landscaping, sewers, drainage facilities, sidewalks, curbs, in good and clean order and condition, and will make all necessary or appropriate repairs, replacements, renewals and betterments thereof, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen unless the cause for such repair is a result of Lessor's gross negligence or intentional misconduct. Any alterations or repairs required by public authorities shall be made by Lessee at Lessee's cost and expense, except those to structural elements or the roof which shall be made by Lessor at Lessor's cost and expense, and at the end of the term Lessee shall quit and surrender the Demised Premises in first class condition, ordinary wear and tear excepted. Lessee shall have the right to inspect all mechanical systems and improvements described above in this paragraph prior to taking possession of the Demised Premises.

LIGHTING FIXTURES

28. Lessee shall replace and pay for all electric bulbs, lamps, fluorescent tubes, ballasts and starters as they become inoperative.

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SERVICE CONTRACT

29. If the Demised Premises includes a heating and/or air conditioning unit Lessee shall enter forthwith into a contract, subject to the Lessor's approval, for quarterly service and maintenance of the heating and air-conditioning units in the Demised Premises, which are or may become part of the Demised Premises. Lessee may elect to use its own appropriately licensed or qualified employees to perform such service or maintenance. Lessee shall pay for and keep said contract in force during the Lease term and any renewal or extension thereof and will supply Lessor with a copy of said contract on a quarterly basis along with quarterly certification by the inspecting company that the heating and air-conditioning units are in good working order.

CONTINUED RENTAL OBLIGATION

30. If, for any reason, Lessee discontinues the use of the Demised Premises for the purposes rented or any purpose, Lessee shall still remain liable for the performance of the terms of this Lease and the payment of the rental thereunder.

INVALIDITY OF PARTICULAR PROVISION

31. If any term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

WATER DAMAGE

32. Notwithstanding anything in this Lease to the contrary, Lessor shall have no responsibility for any loss sustained by Lessee as the result of damage caused by flood waters or any other water damage.

CARPETING

33. Lessee may not, without the consent of the Lessor, fasten rubber-backed carpeting to the floor of the Demised Premises with adhesives of any kind.

RETURNED CHECKS

34. For a check sent in full or partial payment of any amounts owed pursuant to this Lease, or any rider thereto or modification thereof, which is not honored because of insufficient funds, uncollected funds or any other reason, there will be assessed a charge of $100.00 and all subsequent payments shall be made by cash, bank draft, certified check or money order.

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OUTSIDE PREMISES

35. Lessee agrees that there shall be no outdoor storage or sales.

LESSOR'S WORK

36. A. Lessee accepts the Demised Premises in "AS-IS" condition. Any work performed by Lessor at the request of Lessee shall be paid for by Lessee.

B. Any work to be performed by Lessee shall be at Lessee's sole cost and expense and Lessee shall not commence any work until (i) two (2) sets of plans and specifications are submitted and reasonably approved by Lessor in writing and (ii) Lessee furnishes Lessor with a copy of its building permit authorizing such work. Upon completion Lessee shall furnish Lessor with a copy of the certificate of occupancy from the municipality.

SIGNAGE

37. A. Prior to the Commencement Date Lessee shall erect signage on the exterior of the Demised Premises at location(s) determined by Lessor, which signage shall consist of individual letters pursuant to Lessor's specifications for the Development from time to time. Lessee shall repair, clean or otherwise maintain such signage as may be reasonably required by Lessor, and upon Lessee's failure to so comply Lessor may repair or clean such signage at Lessee's expense and upon demand Lessee shall reimburse Lessor such costs as additional rent hereunder. The placement, design and material used for said signage are subject to the written consent of Lessor, such consent to be obtained prior to the installation and not to be unreasonably conditioned, delayed, or withheld. Upon the termination of this Lease, Lessee or Lessor shall cause such sign letters to be removed by a competent sign company and Lessee shall pay to Lessor the actual and reasonable cost of repairing any damage to the exterior of the building. The installation of the aforesaid signage is to be done by Lessee as and when so directed by the written authorization of Lessor.

B. Lessee agrees that no blinds, shades or window treatments shall be visible in any exterior windows without Lessor's prior written consent not to be unreasonably conditioned, delayed, or withheld.). If any unauthorized window treatments are installed without Lessor's consent and not removed within 48 hours from Lessor's written notice then Lessor may enter the Demised Premises (during regular business hours) and remove same.

COLLECTION COSTS

38. All costs charged to or incurred by Lessor in the collection of any amounts owed pursuant to this Lease, including actual and reasonable attorney's fees and court costs and other expenses, shall be paid by Lessee; and, at the option of Lessor, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the following month.

TELEPHONE LINES

Please initial: _____

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

39. Lessee shall be responsible for the installation and maintenance of any telephone lines which service the Demised Premises. All telephone lines shall be installed in a good, workmanlike manner at Lessee's cost and expense.

HAZARDOUS SUBSTANCES

40. A. Lessee represents, warrants, and covenants that it will not use, store, treat, produce, handle, manufacture, dispose of or permit ("Use"') Hazardous Materials in the Demised Premises during the Term, provided, however, that any Hazardous Materials lawfully permitted and generally recognized as necessary and appropriate for the permitted Use in the ordinary course of the Lessee's business (such as, but not limited to, medical wasted, blood, and blood products) may be Used in the Demised Premises so long as such Use in the Demised Premises are performed in compliance with applicable laws and in compliance with commercially reasonable standards prevailing in the industry for such Use. Lessee shall bear all liability for any actual and reasonable claim, injury, loss or damage to any person or the environment as a result of any such Hazardous Material caused by the negligence or recklessness of Lessee and Lessee will save Lessor harmless and indemnify Lessor against any such loss, claim, injury or damage.

B. Lessee shall, at its sole cost and expense, remediate, remove, correct and/or abate any spillage, discharge or release of any petroleum or hazardous substances, whether located on-site or off-site, during the Term and caused by Lessee. In the event remediation, removal, correction or abatement is required, Lessee shall deliver to Lessor a letter or certification from a third party with relevant jurisdiction or authority (which shall include, but not be limited to, a governmental or regulatory authority) that (i) all remediation, removal, correction or abatement has been completed in accordance with all requisite laws, rules, policies or regulations, and (ii) the site is closed with no further action required by said third party.

C. Lessor represents, warrants, and covenants to Lessee that the Demised Premises, on the Commencement Date, will not contain Hazardous Materials and will conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Demised Premises. Lessor shall bear all liability for any actual and reasonable claim, injury, loss or damage to any person or the environment as a result of any presence, disposal, release, or threatened release of any such Hazardous Material as of the Commencement Date and Lessor will save Lessee harmless and indemnify Lessee against any such loss, claim, injury or damage, including any violation of laws, order, regulations, requirements or demands of government authorities which are based upon or in any way related to the presence, disposal, release or threatened release of such Hazardous Material as of the Commencement Date.

D. For the purposes of this Section 40, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C.

Please initial: _____

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C. Sections 1801 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall be in addition to any and all other obligations and liabilities Lessee may have to Lessor at common law and shall survive the expiration of this Lease Agreement for a period not to exceed one year following the expiration thereof.

E. It is specifically acknowledged and agreed that the provisions of this paragraph shall survive the termination of this Lease, regardless of the reason or cause thereof.

PERSONAL PROPERTY

41. Lessee assumes all risk of damage to or destruction, loss or pilferage of fixtures, personal property or any improvements Lessee has made within the Demised Premises or any loss suffered by Lessee's business resulting from any cause whatsoever and shall save and hold Lessor harmless from all claims resulting therefrom except to the extent caused by the negligence or willful misconduct of Lessor, its agents, employees or representatives. Upon expiration or sooner termination of this Lease all fixtures, lighting and HVAC installed by Lessee shall promptly be removed by Lessee or be deemed abandoned and become the property of Lessor, subject to the terms of any applicable grant agreements.

ESTOPPEL CERTIFICATES

42. Within ten (10) days after Lessor's written request therefor, Lessee shall deliver to Lessor or to any prospective purchaser or mortgagee of the Demised Premises a written statement certifying (if such is the case) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; that all covenants, conditions and agreements on the part of Lessor hereunder have been performed; and that there are no defenses or offsets to the enforcement of this Lease by Lessor, or stating those claimed by Lessee.

CONTINUED OCCUPANCY

43. Lessee shall operate its business on the Demised Premises during the entire term of this Lease with due diligence and efficiency. Lessee shall not vacate or abandon the Demised Premises at any time during the term of the Lease.

DEFINITION AND LIABILITY OF LESSOR

44. The term "Lessor" as used in this Lease means only the owner for the time being of the building in which the Demised Premises are located or the owner of a leasehold interest in the building and/or the land thereunder so that in the event of sale of the building or an assignment of this Lease, or a demise of the building and/or land, Lessor shall be and hereby is entirely freed and relieved of all obligations of Lessor hereunder and it shall be deemed without further agreement between the parties and such purchaser(s),

Please initial: _____

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

assignee(s) or lessee(s) that the purchaser(s), assignee(s) or lessee(s) has assumed and agreed to observe and perform all obligations of Lessor hereunder. It is specifically understood and agreed that there shall be no personal liability of Lessor in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Lessor of any of its obligations under this Lease, Lessee shall look solely to the equity of Lessor in the Development for the satisfaction of Lessee's remedies.

CAPTIONS AND DEFINITIONS

45. Marginal captions of this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provisions of this Lease apply, (a) in the plural sense if there shall be more than one Lessor, and (b) to any Lessor which shall be either a corporation, an association, a partnership or individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this Lease under any of the paragraphs hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

WAIVER OF COVENANT OR CONDITION

46. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same be and remain in full force and effect.

GOVERNING LAW AND JURISDICTION

47. Lessor and Lessee agree that this Lease shall be governed by the laws of the state in which the Demised Premises are located. Any action commenced and/or maintained by any party to this Lease shall be heard in the New York State Supreme Court in the County of Erie and State of New York. Lessor and Lessee hereby waive any right either may have to a jury trial in connection with any claim, counterclaim, or other dispute arising out of or in connection with this Lease.

NEGOTIATION AND EXECUTION

48. The furnishing of this Lease to the Lessee by the Lessor shall not be considered an offer to lease, even though completed in every respect, until and unless the document has been executed by the appropriate officers of Lessor. No deposit of proposed rent or security deposit and no correspondence or other communication respecting this Lease shall create any obligation to go forward with this Lease until the Lease document is fully completed and executed by both the Lessor and Lessee.

COUNTERPARTS AND ELECTRONIC TRANSMITTAL

49. This agreement may be executed in several counterparts each of which

Please initial: _____

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

when taken together shall be considered one and the same instrument and shall constitute a binding agreement. This agreement may be effected by electronic means, (including pdf and/or certificate based digital signature), executed and delivered by electronic copy or via facsimile, which such electronic copy or facsimile signatures and delivery shall be valid and binding the same as if original documents were delivered.

NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR PROMISES EXCEPT AS HEREIN CONTAINED, AND NO MODIFICATION OF ANY PROVISION HEREOF SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES HERETO.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW)

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

Please initial: _____

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, the corporate parties by their proper officers thereunto duly authorized, as of the day and year first above written.

LESSOR:

UNDEV, LLC

Date: _____ By: _____

Shaun Jackson, Counsel and Authorized Agent

LESSEE:

TOWN OF AMHERST

Date: _____ By: _____

Print Name: Brian Kulpa

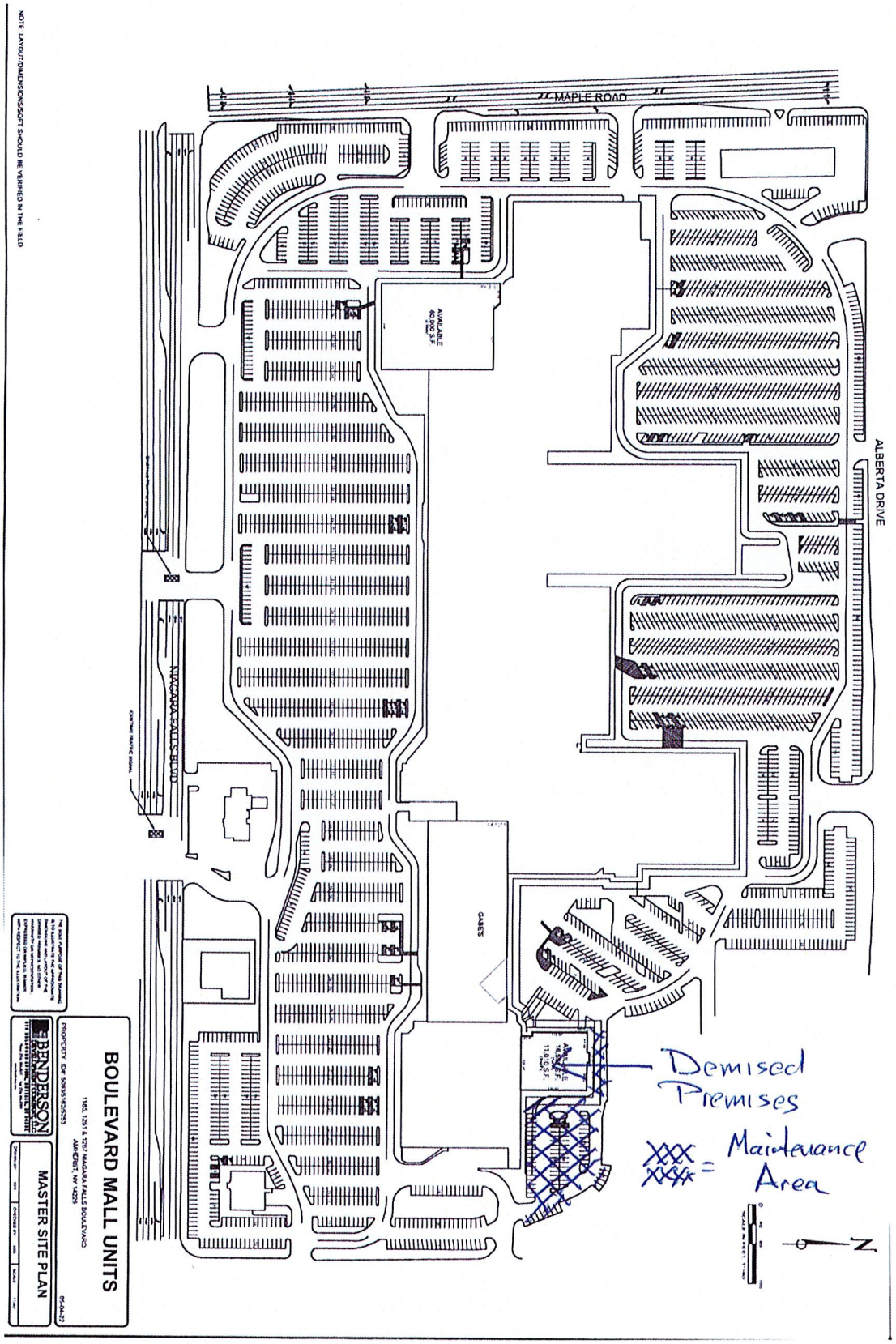
Print Title: Supervisor

Tax ID#: 16-60002157

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

Please initial: _____

Exhibit A
Site Plan



Please initial: _____

Attachment: ExhibitB.FINAL11.10.2025.BlvdMall.FundingDispositionRedevTransferAgree-11052025110047 (RES-2025-947 : Funding,

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30781 **RESOLUTION 2025-702** **ADJOURNED**

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025

Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

10/27/2025
Supervisor Kulpa made a motion to adjourn to the November 10th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/10/2025
Supervisor Kulpa made a motion to adjourn to the December 15th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/15/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

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 August 18, 2025

August 8, 2025

The Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request to rezone 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB); property located at 2577 Millersport Highway, Jefferey Palumbo Petitioner. (**Z-2025-02**).

Honorable Members:

The subject property is a 1.41± acre trapezoidal parcel that has 191.24± ft of frontage along Millersport Highway and a depth of 468.59± ft. The property is located on the East side of Millersport Highway approximately 180± feet north of the intersection of Campbell Boulevard/Stahl Road/Millersport Highway.

Millersport Highway is a New York State highway, designated as a major arterial in Figure 9 of the Town of Amherst Bicentennial Comprehensive Plan.

For information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request to allow the petitioner to redevelop an existing vacant commercial restaurant building into a quick-service drive-through restaurant.

The subject site was zoned Neighborhood Business District (NB) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

The Planning Board offers the following findings consistent with Section 8-3 of the Zoning Ordinance.

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with Chapter 5 (Economic Development) in that the development will maintain the Town's tax base. Additionally, the subject request is consistent with Chapters 6-Transportation and 7-Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or waste water services.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Honorable Town Board

Rezone 1.41± acres of land from NB to GB;
property located at 2577 Millersport Highway
Agenda of August 18, 2025

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The mixed nature of the surrounding development indicates that the proposed commercial dining with quick-service drive-thru would be a compatible use at this location. The site is situated adjacent to an auto dealership located to the north and to the west zoned Commercial Services District (CS), General Business (GB), and New Community District (NCD). To the south is commercial retail zoned NB. To the east is a single-family subdivision zoned residential District Three (R-3). The existing building is proposed to be redeveloped to include a 13-car drive-thru stacking lane with landscape screening along the south and west property lines.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of June 26, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved subject to a condition that the easterly proposed green space remain as a greenspace buffer in perpetuity. The limits of the buffer were not quantified by the Board and should be established if the condition is imposed. It is this departments recommendation that a minimum of a 50foot buffer be established and that it be deed restricted to greenspace and landscaped area only.

The Planning Department requests that if the Town Board desires to act on the rezoning request, 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/JQ/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_TB_Letter_08182025.docx
cc: Steven B. Bengart, Town Attorney
Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
Jonathan Bevilacqua, Bevilacqua Development, 9332 Transit Road, Suite B, Amherst, NY 14051

Planning Board Approval June 26, 2025
Ayes 4; Noes 1 (Gill); Absent 2 (Kahn, Raffaele)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development
c/o Jeffery Palumbo, Esq.
Block, Longo, LaMarca & Brzezinski, P.C.
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM

WHEREAS the Town of Amherst Planning Board on Thursday, June 26, 2025 held a public hearing on the proposed rezoning of land from Neighborhood Business District (NB) to General Business District (GB), and

WHEREAS the Planning Board has reviewed plans and other materials regarding the rezoning proposal, and

WHEREAS the materials and plans have been referred to the Town's various review agencies, and

WHEREAS in accordance with Section 8-3-5 of the Zoning Ordinance the Planning Board finds that:

A. The proposed zoning and development plan is generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.

B. There are adequate services and utilities available or proposed to be made available in the construction of the development.

C. The proposal is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

D. The subject property is suitable for uses permitted by the current versus the proposed district.

E. The proposed change does tend to improve the balance of uses, or meets a specific demand in the Town.

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

WHEREAS pursuant to Local Law #3-82, as amended, 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.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM 4

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved, subject to the easterly proposed green space remaining as a greenspace buffer in perpetuity.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 26, 2025; moved by Penberthy; seconded by Davis; ayes 4; noes 1 (Gill); absent 2 (Kahn, Raffaele).

Michael J. Chmiel, Planning Board Chair

7/2/25
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_resolution_06262025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffery Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	_____
	TOTAL FEE:	**$** _____

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-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Jeffery D. Palumbo, Esq. for Bevilacqua Development, LP

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax (716) 854-0059

E Mail: jpalumbo@blockandlongo.com

2. **The undersigned hereby petitions the Honorable Town Board to rezone the following described property:**

From: Neighborhood Business (NB) District

To: General Business (GB) District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)

2577 Millersport Hwy, Amherst, NY 14068

SBL #: 41.15-1-18

4. **Area of land to be rezoned** (in acres): 1.41 acres

5. **Owner of Land:**

Name: ANTHONY J SCIOLI III

Address: 115 Golden Pheasant Dr .

Getzville (City) NY (State) 14068 (Zip Code)

Phone: (716) 433-4747

6. **Representative** (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Jeffery D. Palumbo, Esq.

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

7. **Petitioner's interest in property**

X Option to purchase
_____ 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)
Anthony J. Scioli III, landowner

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** See Exhibit A (Survey)

10. **Said property has the following deed restrictions or covenants:** (attach copy)
Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:
A modern, quick-service coffee restaurant serving customers in both an indoor cafe area and via a drive-through. The coffee restaurant will utilize the existing building footprint and add a drive-through lane with order board. Significant vegetative screening is planned as a buffer for surrounding properties.

B. Rationale for rezoning request:

1. Why was this site chosen? (1) Prime location on a major thoroughfare (2) Suitability for quick-service coffee with drive-through. The business model depends on the ability to serve customers rapidly during peak morning hours. (3) Consistency with surrounding commercial development with drive-thrus; (4) Existing restaurant use on the site

2. Why cannot land be used with the existing zoning?
Drive-thrus are not permitted in the NB zoning district, despite the site's close proximity to the GB District directly across Millersport Hwy and to another drive-thru at Burger King less than 500 feet away, also located in the NB district.

3. How will this rezoning impact surrounding properties? Positively, as it will provide additional options for amenities to a commercial area and create jobs. Any impacts resulting from the new land use are mitigated by screening and by its similarity to neighboring uses.

4. How will this rezoning impact the school system? Increase tax revenue, no increase in demand on the school system.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

12. Quantitative Data:

A. Total # of dwelling units: 0

B. Distribution of dwelling units by type: N/A

C. Gross Residential Density per acre: N/A

D. Total amount of Open Space: 0.5 acres +/-

E. Proposed Non-Residential Floor Area: 3,100 sq. ft.

13. Development Schedule:

Start: Q3 2025

Finish: Q4 2025

Stages (# of): 1

14. If any portion of the proposed development is planned to be sold or leased, please describe:

The quick-serve coffee restaurant will be sold or leased to the final operator.

15. Open Space ownership and maintenance provisions (if applicable):

The 30-foot green space buffer on the east end of the parcel, which will be improved with additional landscaping, is required to remain in place by a prior condition of approval.

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.

Please comprehensive plan consistency statement attached hereto as Exhibit B.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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.
   None in the Comprehensive Plan. The Zoning Map will need to be amended.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See consistency statement attached hereto as Exhibit B.

B. Adequate Services and Utilities are available or are proposed to be made available with the construction of the development:

1. Sanitary Sewer Available on site.
2. Storm Sewer/Drainage Available on site.
3. Water Available on site.
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
The proposed zoning and land use are in harmony with the surrounding land commercial uses, several of which also include restaurants and drive-thrus, and in harmony with the GB district directly across Millersport Hwy.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: While previously utilized successfully as a restaurant under the current NB (Neighborhood Business) zoning, operating a competitive quick-service restaurant at this location now requires a drive-through due to market trends, indicating the property's functional suitability aligns better with the uses permitted in the GB district.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
The proposed rezoning facilitates the revitalization of this existing commercial property, allowing a use better aligned with evolving commercial market trends along a major thoroughfare. This aligns with the Town's Comprehensiv Plan objectives to encourage reinvestment in older commercial corridors and redevelop underutilized properties for economically viable purposes, thereby helping to maintain a strong commercial base. (Section 3.3.2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

17. The petitioner encloses herewith the sum of $ 1,265 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 16 *day of* May, 20 25

Notary Public, Erie County, New York

TRACY A. MURRAY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MU5077295
Qualified in Genesee County
Commission Expires May 5, 20 27

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.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Drive-Thru

Project Location (describe, and attach a location map):
2577 Millersport Highway [SBL: 41.15-1-18]

Brief Description of Proposed Action:
Proposed rehabilitation of the existing 3,000 sf restaurant building on site to include the installation of a drive-thru with associated site improvements including removal of the rear parking area to accommodate the drive-thru lane.

Name of Applicant or Sponsor:	Telephone: 716-691-7444
Bevilacqua Development, L.P.	E-Mail: jbevilacqua@bdvlp.com

Address:
9332 Transit Road, Suite B

City/PO:	State:	Zip Code:
East Amherst	NY	14051

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: ECDOH	☐	☑

3. a. Total acreage of the site of the proposed action? 1.4 acres
   b. Total acreage to be physically disturbed? 0.3 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.4 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations? [a restaurant is a permitted use, a restaurant with drive through is not in the NB zoning district. Refer to variance application]	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. 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?	☑	☐
b. 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?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: stormwater runonff is conveyed to the existing storm sewer system on site, which ultimately connects to the public storm sewer on Millersport Hwy		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Patrick Sheedy Jr, PE - Carmina Wood Design Date: 11/27/24

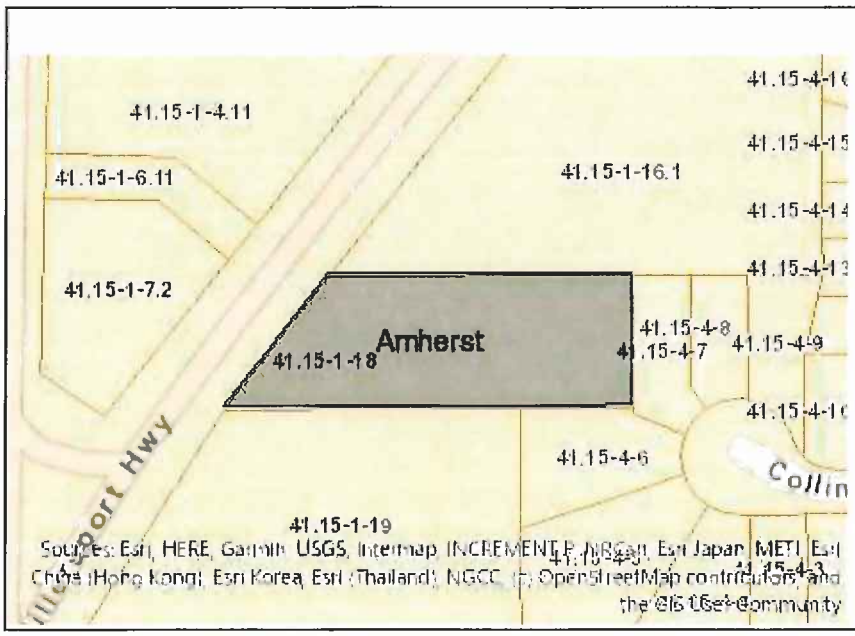
Signature: Title: engineer on behalf of the applicant

PRINT FORM

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EAF Mapper Summary Report

Wednesday, November 27, 2024 12:13 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 in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

1. For each applicable category of proposed new structures, including additions to existing structures, provide the following information for all soil types on the project site (*according to Soil Survey of Erie County, NY; Table 11, Building Site Development, pp 294-305):*

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Cosad loamy fine sand	✔				

2. If the Soil survey indicates either "severe" or "moderate" suitability for the proposed types of construction, a geotechnical and hydrological analysis based on one test per 3.5 acres of project area must be provided (per Town Board resolution, 3/17/03, amended 6/16/03).

_____ Geotechnical report attached ✔ Not applicable

3. Is your property located: On Youngs Road between Dodge and Klein Roads? ☐ Yes ☑ No
On Wehrle Dr. between Spindrift Dr. and Oakwood Rd? ☐ Yes ☑ No

If so, the property may be within an area of the Town that is affected by a moratorium on connections to the sanitary sewer system.

4. Are there alternative locations on the site for this project? ☐ Yes ☑ No

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
1.4 acres [2577 Millersport Hwy]

6. Are you aware of current or future plans or intentions by others in the Town of Amherst to develop property within 1000± ft. of the present project request: ☐ Yes ☑ No

Describe_____

(Potential environmental impacts from adjacent or nearby projects undergoing the approval process will receive a coordinated environmental review to determine cumulative effects on common receivers (e.g. traffic and drainage corridors) and other relevant environmental concerns.)

7. Maximum number of vehicular trips to be generated per hour upon completion of project 51
Source: ITE trip generation

8. Will blasting occur during construction? ☐ Yes ☑ No

9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:

1,375 average flow 6,050 peak flow.

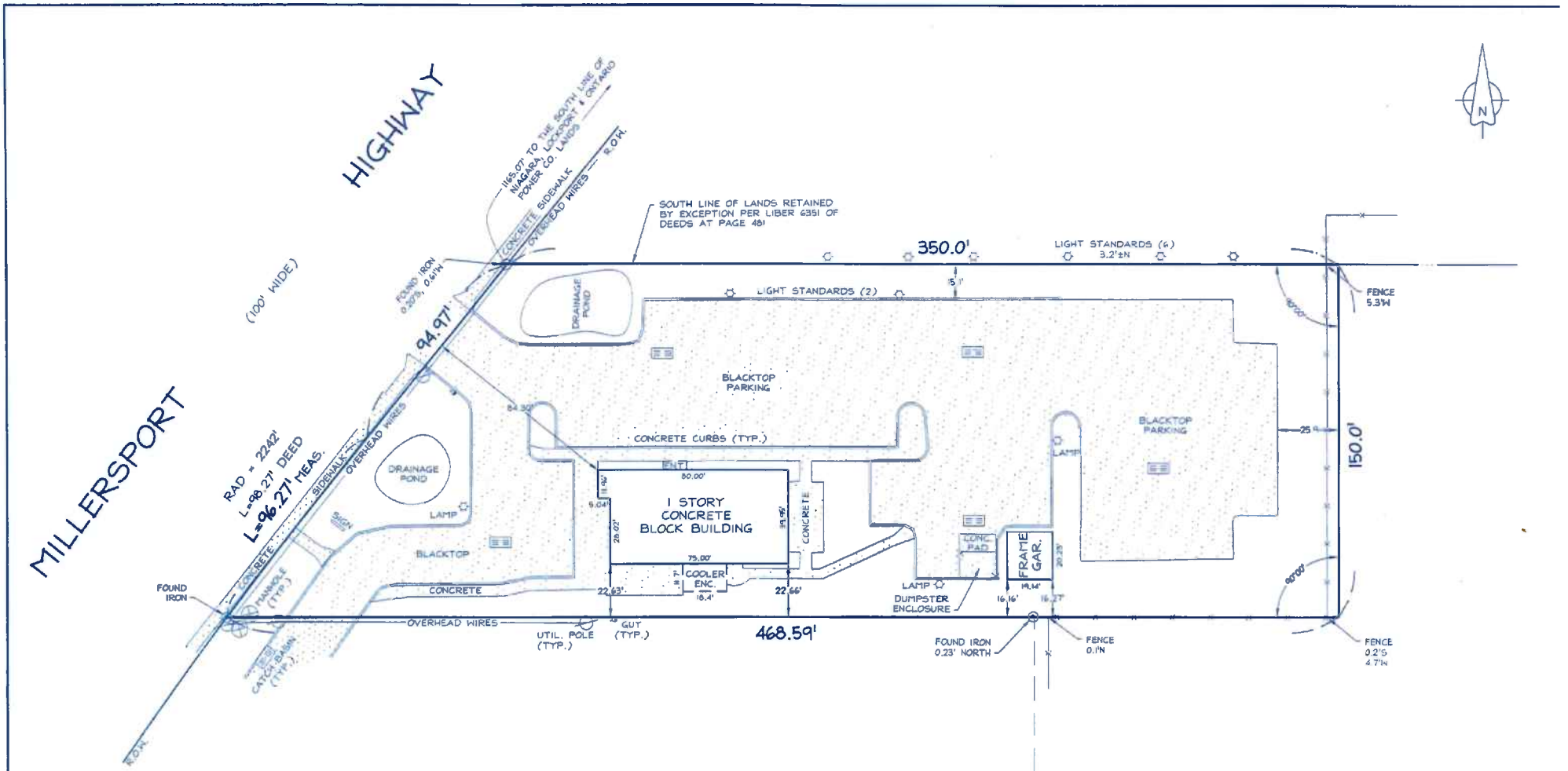
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT A

BOUNDARY SURVEY



84 Sweeney Street, Suite C-13 North Tonawanda, NY 14120
Phone: (716) 692-0800 fax: (716) 389-0491 www.nussclarke.com
NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
Successors to the records of James L. Shisler, Land Surveyor
Successors to the records of Graf Land Surveyors

THIS MAP IS NOT VALID WITH AN AFFIDAVIT OF NO CHANGE
NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

BOUNDARY SURVEY
No. 2577 Millersport Highway
Part of Lot 63, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York
Date of Survey: 9/16/20214 SBL No. 41.15-1-18

Project No.: 24J4-0336
Scale: 1" = 40'

John F. Raimondo, P.L.S.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT B

COMPREHENSIVE PLAN & ZONING CONSISTENCY STATEMENT

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933

9276 Main Street, Ste. 3
Clarence, NY 14031
P (716) 320-3150
F (716) 854-0059

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

MEMORANDUM

TO: Members of the Amherst Planning Board

FROM: Jeffery D. Palumbo, Esq.

DATE: May 9, 2025

RE: Comprehensive Plan & Zoning Consistency Statement
Rezoning 2577 Millersport Hwy from NB to GB

I. Consistency with the Comprehensive Plan

The proposed rezoning of the property at 2577 Millersport Highway from Neighborhood Business (NB) to General Business (GB) is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan (the "Plan"). The Plan is intended as a policy guide for managing growth and change, including rezoning requests, and explicitly aims to achieve **revitalized older neighborhoods and commercial corridors** (Section 2.3, Page 2-6) (Section 3.2, Page 3-4) (Section 11.2, Page 11-3). A key objective of the Land Use and Development Element is to **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Section 3.2, Policy 3-9, Page 3-16).

The former owner of the facility, previously a Nina's Custard restaurant without a drive-through, has stated in his letter to the ZBA dated March 19, 2025 (attached hereto as **Exhibit 1**), that the property is functionally obsolete as a quick-service restaurant without a drive-through due to market trends. The proposed GB zoning, permitting a quick-service restaurant with a drive-through as of right, aligns with the Plan's intent to enable **reinvestment and economically viable uses** on existing commercial sites (Section 3.2, Policy 3-9, Page 3-16) (Section 11.4, Page 11-9), thereby contributing to the Town's strong commercial base by helping to sustain the nonresidential tax base (Section 5.0, Overview, Page 5-1) (Section 11.4, Page 11-9). Policy 3-15 explicitly states that **rezonings should help implement Comprehensive Plan policies, such as advancing the revitalization of underutilized or obsolescent properties** (Policy 3-9). While the Plan references areas along Millersport Highway, its broader goals for revitalizing commercial corridors (Section 2.3, Page 2-5) (Section 3.2, Page 3-4) and enabling economically viable uses on underutilized properties (Section 3.2, Policy 3-9)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

support the proposed zoning change at this location on a major commercial suburban thoroughfare to facilitate needed reinvestment (Section 2.3, Page 2-5).

Additionally, Figure 6, the Conceptual Land Use Plan, clearly places the subject parcel's location in a "Commercial / Mixed Use" area. The Plan categorizes commercial areas by "form" (Traditional or Suburban) and "type" (Center or Corridor), recognizing that these areas require different approaches to revitalization and development (Section 3.3.2, Page 3-33) (Section 3.3.2, Page 3-36). The proposed rezoning of 2577 Millersport Highway from NB to GB is consistent with the "suburban" form of commercial development envisioned in the Plan for several reasons.

Millersport Highway, as a major thoroughfare (Source 4), aligns with the description of a "suburban corridor" (Section 3.3.2, Page 3-38) (Section 6.2, Page 6-8) (Section 130) that is often **automobile-oriented** (Section 3.3.2, Page 3-33) (Section 130) and may have **larger parcels connected by higher speed thoroughfares without many walkable connections** (Section 3.3.2, Page 3-34) (Section 90). Moreover, the subject site is part of the "Getzville Plaza" under the Conceptual Land Use Plan (Figure 6-A), which is classified as a "**Suburban Center**." A key objective of the Plan for these Suburban Centers and Corridors is **revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites** (Section 3.3.2, Page 3-33). The proposed GB zoning allows a quick-service restaurant with a drive-through as of right, which the former owner suggests is a necessary adaptation due to current market trends for the property to be economically viable. This directly supports the Plan's policy to **advance the redevelopment and revitalization of underutilized or obsolescent properties for economically viable uses** (Section 3.2, Policy 3-9) (Section 11.4) within these corridors, contributing to the maintenance of a strong commercial base (Section 5.0, Overview, Page 5-1) (Section 11.4).

Furthermore, the Plan suggests that **"land intensive commercial uses that include automobile-related uses"** should be located within existing centers along arterial and collector highways designated as suburban and commercial corridors (Section 3.3.2, Page 3-43). A quick-service restaurant with a drive-through is an automobile-oriented use, making its location on Millersport Highway, a major suburban arterial in a "Commercial" area (Figure 6) and a "Suburban Center" (Figure 6-A), highly consistent with this guidance. While the Plan does indicate a desire to **reduce future new commercial development** in some areas along Millersport Highway north of North French Road (Section 3.3.2, Page 3-43), the subject property is located south of this area, where the focus is on **reinvestment and revitalization of existing commercial sites** (Section 2.3) (Section 3.2) (Section 11.2). The presence of multiple drive-through facilities nearby (Burger King at 2515 Millersport Hwy and Tim Hortons at 2290 Millersport Hwy) further indicates that this type of facility is consistent with the existing character of this specific suburban commercial corridor segment of Millersport Highway and the Getzville Plaza suburban center.

II. Consistency with the Zoning Ordinance Intent & Objectives (Sec. 1-2-2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

The proposed rezoning of the property at 2577 Millersport Highway from NB (Neighborhood Business) to GB (General Business) to allow a quick-service restaurant with a drive-through facility is consistent with the stated "Intent and Objectives" of the Town of Amherst Zoning Code, as outlined in Section 1-2-2.

The purpose of the Zoning Ordinance is to promote the public health, safety, convenience, comfort, prosperity, and general welfare by regulating land use in districts **generally consistent with the policies of the Comprehensive Plan**. Section 1-2-2 lists specific objectives to achieve this purpose.

Several of these objectives are advanced by the proposed rezoning:

- **Objective 1-2-2(A):** "To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development". The property is located in a commercial area on a major thoroughfare. Rezoning from NB to GB allows a quick-service restaurant with a drive-through as of right. The former owner indicated the property is functionally obsolete as a quick-service restaurant without a drive-through in the current market. Permitting a drive-through is argued to be necessary for the business's economic viability, thereby enabling the "beneficial development" of this commercial property and allowing it to remain competitive within the commercial corridor and contribute to maintaining the Town's strong commercial base. While there is a debate about whether adding a drive-through to an existing restaurant is a change in essential use or an operational modification requiring a use or area variance respectively vs, the rezoning to GB resolves this by permitting the specific type of establishment outright, facilitating its "orderly and beneficial development" within a district where this type of commercial activity is intended.

- **Objective 1-2-2(K):** "To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan". The Comprehensive Plan is intended to guide development and decision-making, including rezoning requests. The Plan's policies aim to achieve **revitalized older neighborhoods and commercial corridors** and **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Policy 3-9, Page 3-26). The proposed rezoning facilitates the redevelopment of an underutilized, obsolete commercial property into an economically viable use, which is consistent with the Plan's policies for reinvestment and revitalization in commercial corridors. Millersport Highway is recognized as a suburban corridor where **land intensive commercial uses that include automobile-related uses** are appropriate in designated locations. The rezoning enables such an automobile-oriented use on an existing commercial site, aligning future development on this property with the Plan's vision for suburban commercial corridors.

- **Objective 1-2-2(L):** "To accomplish the specific intents and goals set forth in the introduction to the respective sections". This refers to the underlying goals of the different zoning districts and Plan elements. By allowing a competitive and economically viable commercial use (restaurant with drive-through) in a commercial district on a major corridor, the rezoning supports the broader goal of maintaining a **strong tax base** and ample economic opportunities, which is a specific intent of the Zoning Ordinance and Comprehensive Plan.

While other Zoning objectives like providing adequate open space, preventing overcrowding, and protecting neighborhood character are also listed, these aspects relate more directly to the specific **site design** and would be addressed during the Site Plan Review process following a rezoning. The rezoning itself, by moving the property to the GB district where a drive-through restaurant is a permitted use, allows the applicant to pursue a project deemed economically necessary and consistent with the type of development envisioned for suburban commercial corridors in the Comprehensive Plan, thereby aligning the property's potential use with the broader intent of the Zoning Code to guide beneficial commercial development consistent with the Plan.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT 1

Letter from former Owner of 2577 Millersport Hwy (Nina's Custard)

March 19, 2025

Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

Anthony Scioli III.
5780 South Transit Road
Lockport, New York 14094

To Whom it May Concern:

I have owned and operated Nina's Custard at 2577 Millersport Highway since 1990. This past year, we made the difficult decision to close the restaurant due to increasing challenges in competing with modern quick-service establishments that offer drive-thru service. The trend in the food service industry has shifted away from dine-in options for fast-casual restaurants, as many families are often on the go and prefer the convenience of drive-thru service.

Based on my experience, I believe it would be extremely difficult for any operator to successfully run a restaurant at this location without a drive-thru facility. Several competing businesses in the immediate vicinity have drive-thru service, putting this property at a disadvantage. Looking back, I regret not incorporating a drive-thru when I originally built the restaurant, as it would have allowed us to remain competitive with newer establishments along Millersport Highway.

The property has ample green space and a substantial buffer from nearby residential areas. Additionally, the traffic impact of a drive-thru would be minimal compared to the approximately 18,000 vehicles that already travel along Millersport Highway daily. Without the ability to add a drive-thru, the building's functional use will likely become obsolete.

For these reasons, I respectfully request that you consider this letter in support of a variance to allow a drive-thru facility at this location.

Sincerely,

Anthony Scioli III

Anthony Scioli III.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT C

DRAFT LOCAL LAW

LOCAL LAW NO. _____-201

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 2577 MILLERSPORT HWY, AMHERST, NY 14068 FROM NB TO GB AND TO AMEND THE ZONING MAP ACCORDINGLY.

Be it enacted by the Town Board of the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning and Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from NB to GB the zoning of _____, **subject to any conditions imposed by the authorizing resolution;** legally described as follows:

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina Spoth
Town Clerk
Town of
Amherst
County of Erie, State of New York

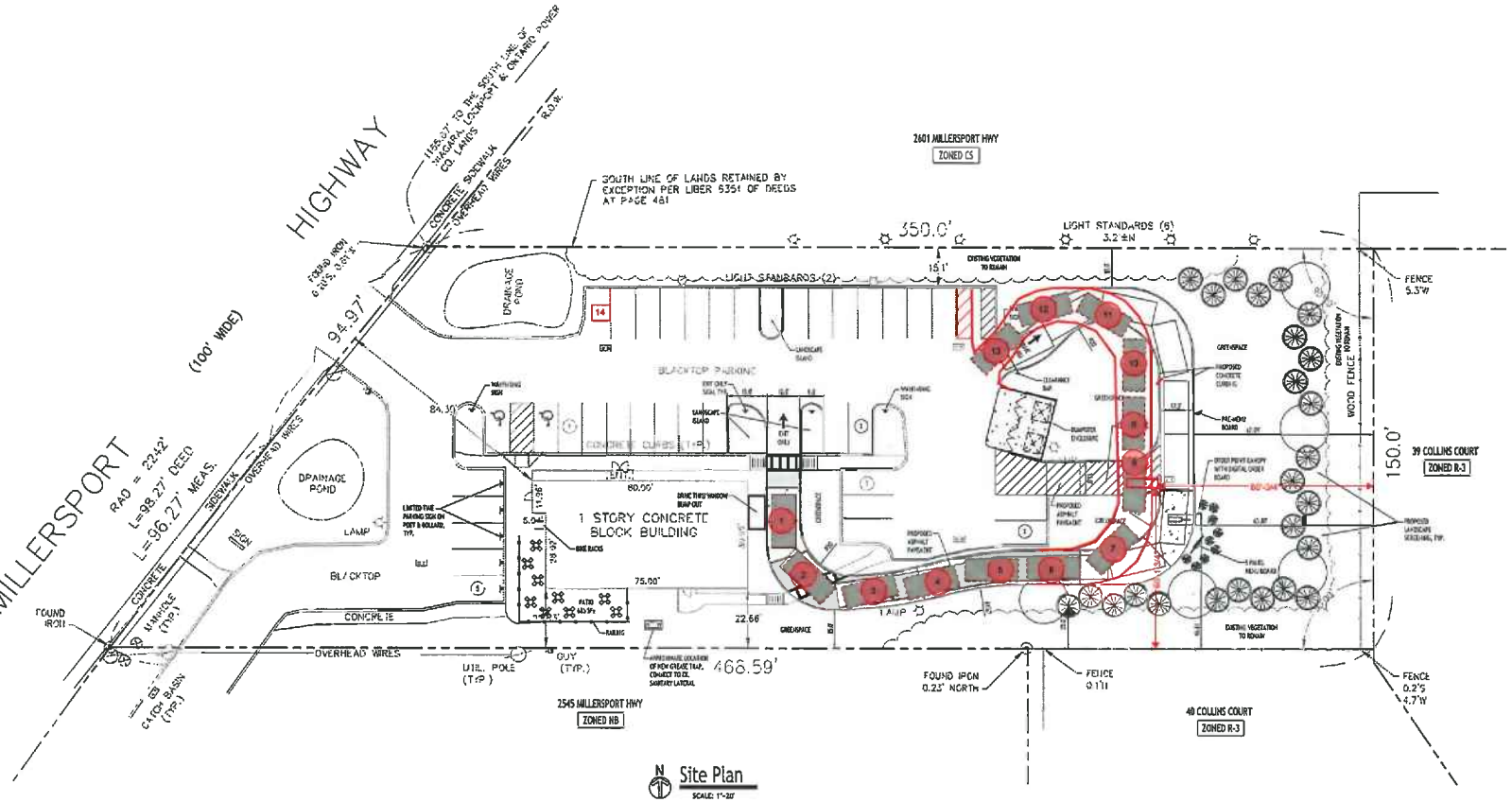
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT D

SITE DRAWINGS
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)



N Site Plan
SCALE: 1"=20'

Site Data

SITE AREA = 1.4 AC±
ZONED: MB (MCKINLEY WOOD BUSINESS DISTRICT)
USE: PROPOSED DINE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	84.30 FT. MIN. (EX.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.66 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	14	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.84 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (6,025 SF)	> 5%
OVERALL:	N/A	> 10%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7 F (4))

RESTAURANT
1 space per 3 seats = 35 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,200 sf / 100 = 15 spaces

TOTAL REQD = 11 + 15 = 14 SPACES REQD

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

SITE LEGEND
PROPERTY LINE
PROPOSED CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED ACCESSIBILITY SIGNAGE & PAVEMENT
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

0' 20' 40' 80'

© CARMINA WOOD DESIGN

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

REVISIONS:
No. Description Date
1 Rev. per Town comments 2/7/25

PRELIMINARY
NOT FOR CONSTRUCTION

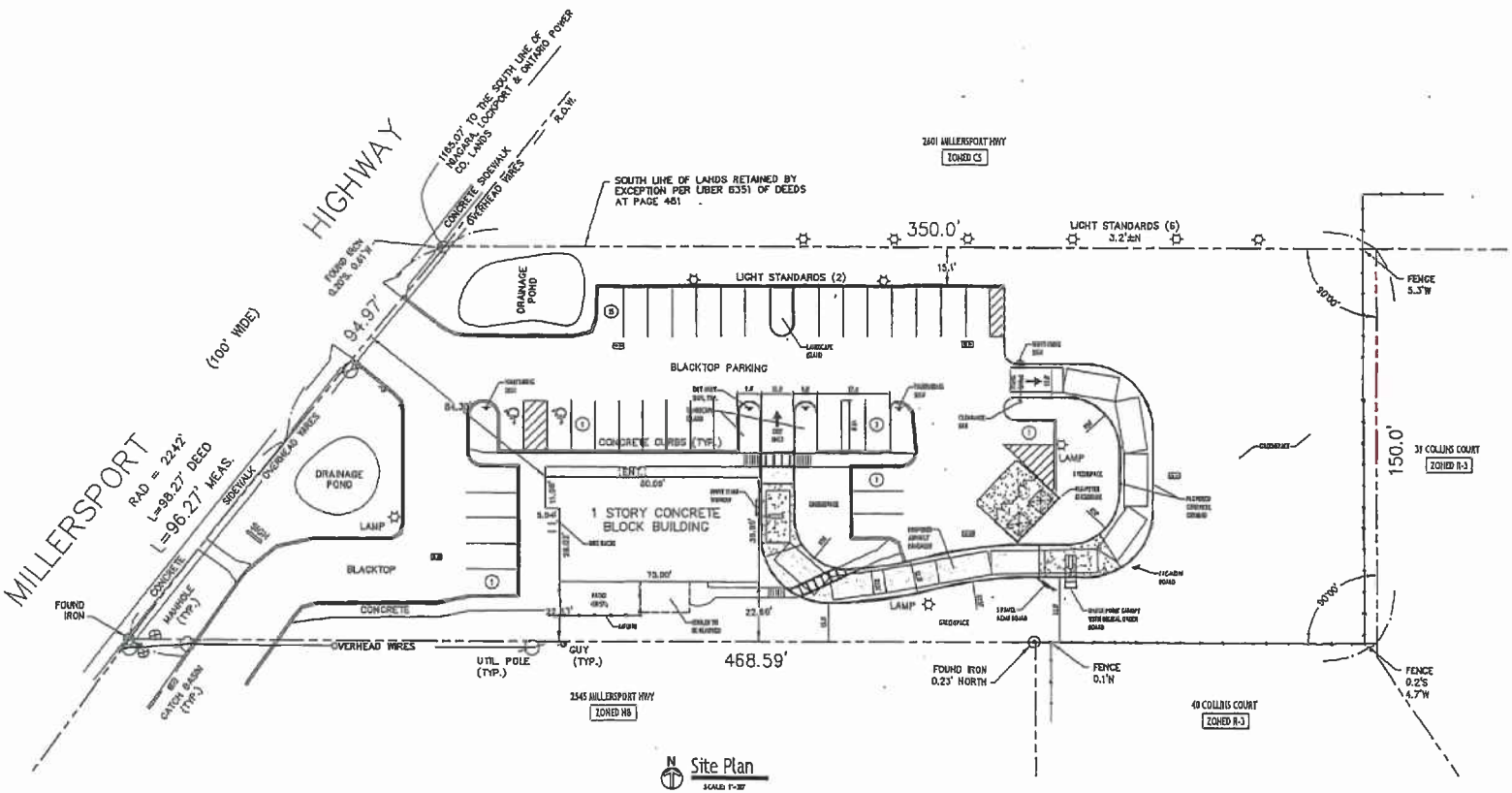
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By:
Scales:

DRAWING NO.
C-100

Project No: 24-4xxx

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



Site Data

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT.±N. (EX.)
FRONT (CORNER, REQ. / MEAS.)	15 FT. / 9 FT.	22.83 FT.±N. (EX.)
REAR (ABUT. RES. / MEAS.)	30 FT. / 13 FT.	+ 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (ABUT. RES. / MEAS.)	25 FT. / 13 FT.	25.8 FT. (EX.)
REAR (ABUT. RES. / MEAS.)	25 FT. / 13 FT.	+ 13 FT.
TOTAL VEHICLE SPACES	3	26
STANDARD SPACES	14	12
OPEN SPACE		
OUTDOOR PLAYING AREA/RESIDENCE:	7% (4,900 SQ.	16.1% (11,000 SQ.
OVERALL:	30%	51.4% (35,171 SQ.

PARKING CALCULATION (per Section 103-2-3.4.A)

RESTAURANT
1 space per 3 seats = 14 seats / 3 = 5 spaces
1 space per 300 sf customer area = 1,035 sf / 300 = 4 spaces
TOTAL REQUIRED = 9

ORIGINAL SITE PLAN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

PRELIM
NOT FOR CONSTRUCTION

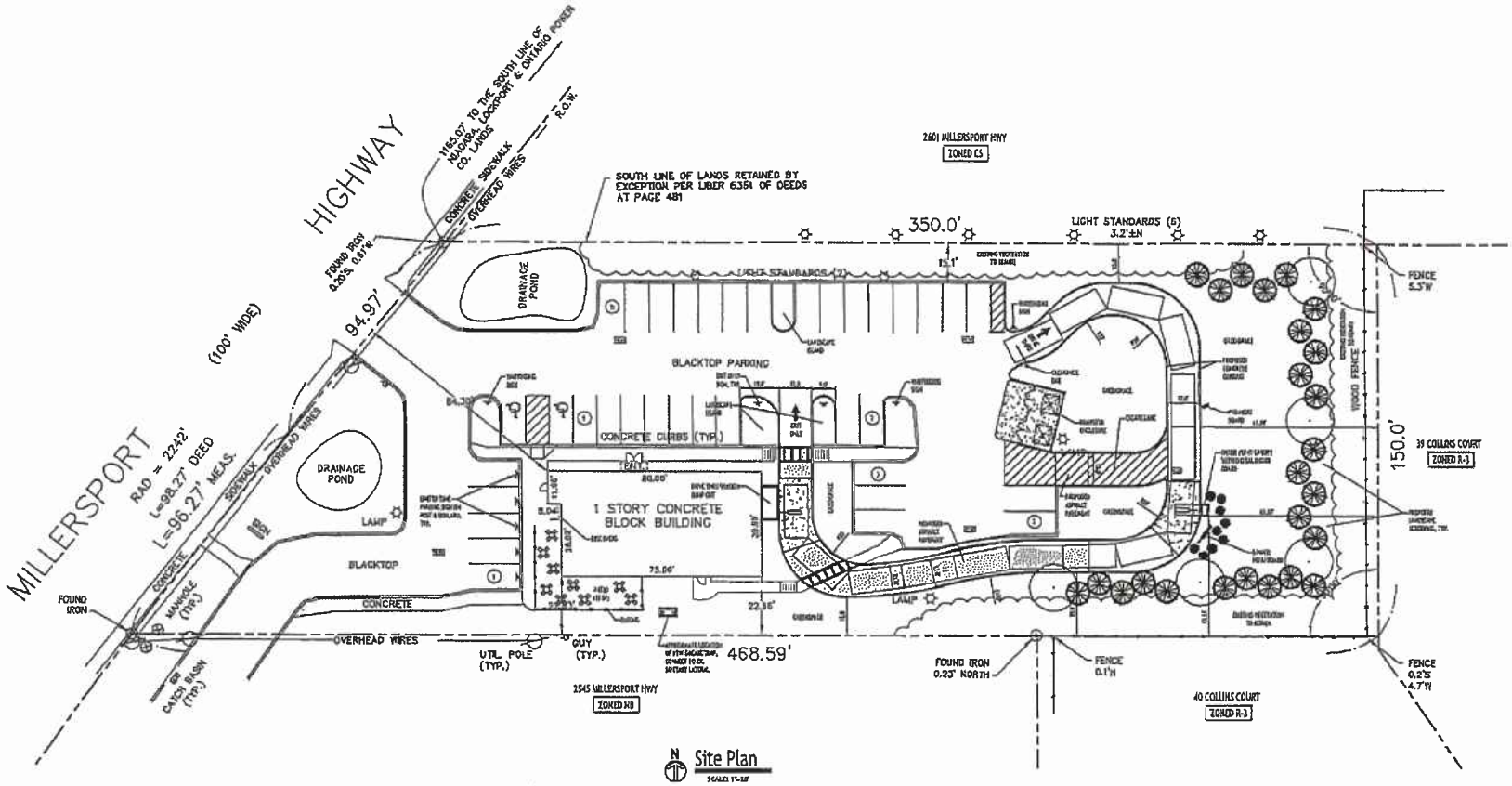
DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-xxx

© CARMINA WOOD DESIGN

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



Site Plan

SCALE 1"=40'

Site Data		
LOT AREA = 1.4 AC±		
ZONING #1 (2601 MILLERSPORT HWY): BUSINESS DISTRICT		
USE: AUTO SALES (NEW) AND REPAIR GARAGE		
BUILDING - MAIN USE	REQUIRED	PROVIDED
FRONT	30 FT.	84.26 FT. MIN. (E)
FRONT (FROM C/L OF MILLERSPORT HWY)	111 FT.	131.26 FT. MIN. (E)
SIDE (MIN. REQ./ PROVIDED)	15 FT. / 9 FT.	22.63 FT. MIN. (E)
REAR (MIN. REQ./ PROVIDED)	30 FT. / 15 FT.	~ 30 FT. (E)
STORAGE - MAIN USE		
AREA	30 FT.	~ 30 FT.
SIDE (MIN. REQ./ PROVIDED)	25 FT. / 15 FT.	13.8 FT. MIN.
REAR (MIN. REQ./ PROVIDED)	25 FT. / 15 FT.	~ 25 FT.
SIGN - VEHICLE SALES	1#	1#
CONSTRUCTION STAGING	NO	NO
LOCATION OF SPACES FROM ST.	100 FT.	46.49 FT. ~
CALCULATIONS		
NET AREA OF LAND - EXCEPT ACT	1.3 (56,652.2 SQ	~ 1.3
COVERAGE	N/A	~ 30%

*BALANCE IS PERMEABLE

PARKING	
1 SPACE PER 3 SEATS = 11 SEATS / 3 = 17 SPACES	
1 SPACE PER 100 SF CUSTOMER AREA = 1,500 SF / 100 = 15 SPACES	
TOTAL NUMBER OF SPACES REQUIRED	17 SPACES

REVISED SITE PLAN

© CARMINA WOOD DESIGN

CARMINAWOOD DESIGN

Proposed Drive[illegible]

2577 Millersport Hwy

No.	Description	Date
1	Revised per Town comments	2/7/25

PRELIM

DRAWING NAME: Site Plan Concept

Date:
Drawn By:
Scale:

DRAWING NO. C-1

Project No:

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT E

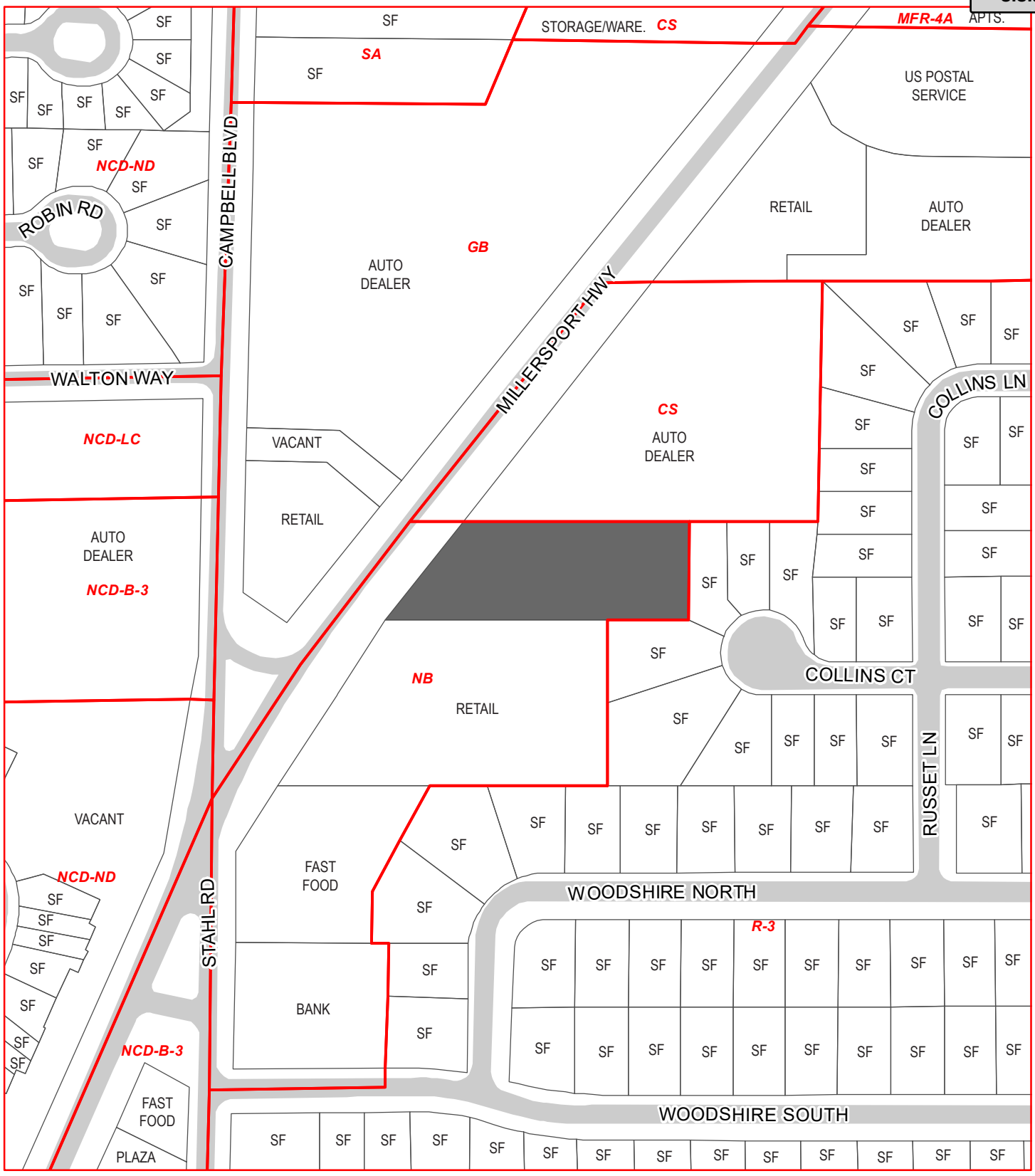
LEGAL DESCRIPTION

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 63, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the southeasterly line of Millersport Highway which is 1165.07 feet southwesterly from the south line of the Niagara, Lockport and Ontario Power Company's lands, said point of beginning also being the point of intersection of the south line of lands retained by Milherst Nurseries, Inc., by exception in a deed recorded in the Erie County Clerk's Office in Liber 6351 of Deeds at Page 481; running thence easterly along the said south line of lands retained by Milherst Nurseries, Inc., 350 feet; running thence southerly at right angles, 150 feet; running thence westerly at right angles, 468.59 feet to the southeasterly line of Millersport Highway; running thence northeasterly along the southeasterly line of Millersport Highway, 98.27 feet to a point of curve, and continuing along said southeasterly line of Millersport Highway, 94.97 feet to the point or place of beginning.



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

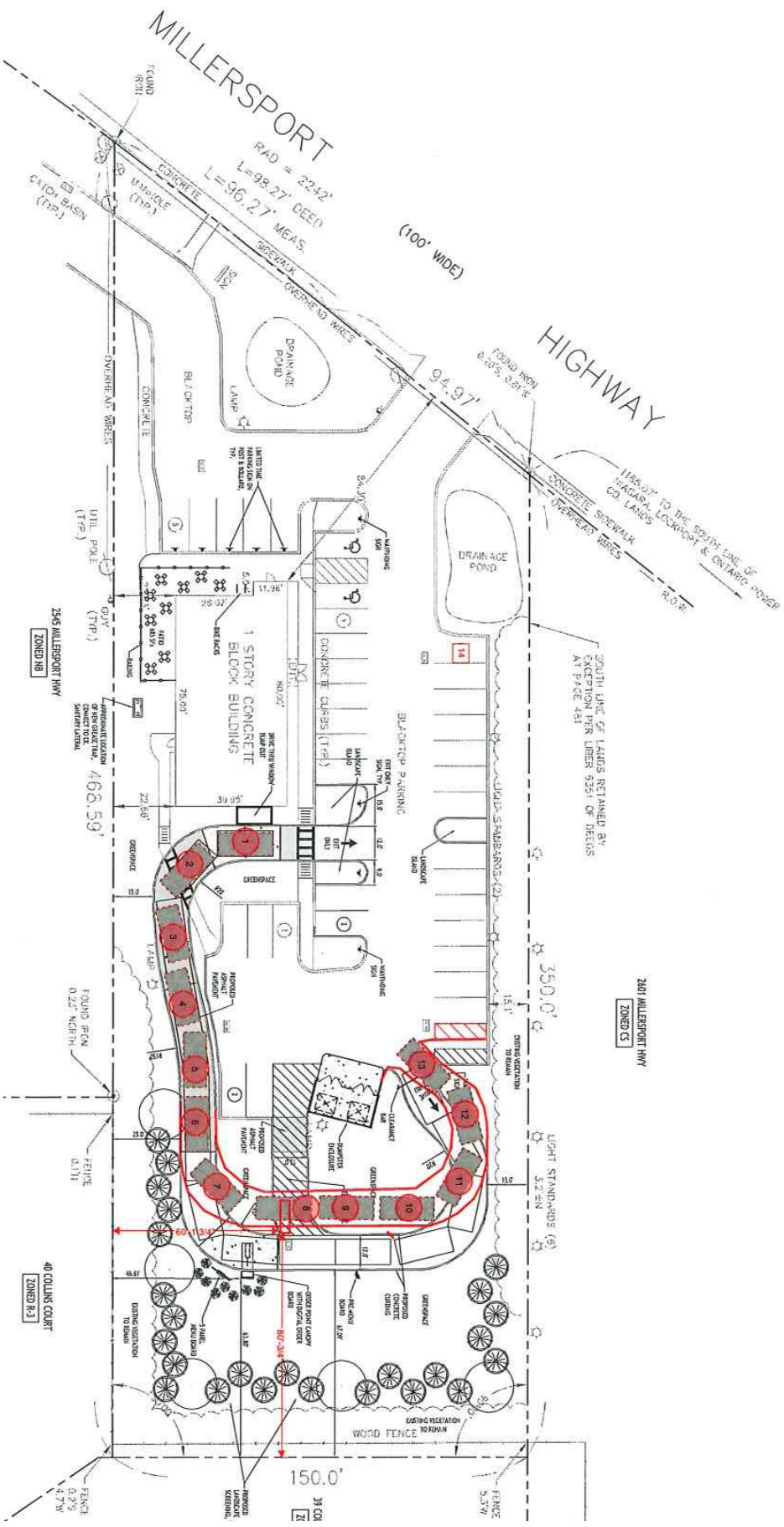
Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



CONCEPT PLAN

Z-2025-02
2577 Millersport Highway
5/16/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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 6, 2025

Jonathan Bevilacqua
Bevilacqua Development, LP
9332 Transit Road, Suite B
Amherst, New York 14051

SUBJECT:	Rezoning Application Review	**Z-2025-02**
	Request:	Rezone 1.41 acres of land from NB to GB
	Property located at:	**2577 Millersport Highway**
	Application received:	May 16, 2025
	Representative:	Block, Longo, LaMarca & Brzezinski, PC

Dear Mr. Bevilacqua,

Please consider the following comments:

1. The concept plan provided with the application is being used for informational purposes only. This departments 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. Base on current Town records (as of May 27, 2025) the land owner is Susan Lettieri and not that listed in the application of Anthony J. Scioloi III. Provide a letter from the land owner allowing the application to be filed on their behalf.

3. The following items on the Environmental Assessment Form should be corrected or completed:

   - Part 1 item #1 Correct the answer. Requires a local law to amend the sites zoning district.
   - Part 1 item #8 Correct the answer. Site is served by NFTA route 44 bus service.

4. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Town Board making a SEQR determination.

5. Note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Town Board.

6. 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 Marshall
Principal Planner

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Pln_Dpt_Rvw_06062025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
JUN 18 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? no objections.

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: KRISTA HALT

Signature: Krista Halt **Date:** 6/18/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: Per the response to 12(b) on the short EAF form, we recommend a review of the project by the NYSOPRHP.

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: Sebastine Ediata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

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: Sebastian Oddata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI(
Assistant Planning Direc

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

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: Eric Blocher

Signature: _____ **Date:** 5-22-25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

1999.072

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI
Assistant Planning Direc

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 23 2025
TOWN OF AMHERST
PLANNING DEPT.

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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:** 5/23/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

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Amherst

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

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

FROM: Daniel J. Ulatowski, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: none at this time

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:** 5/20/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y.
AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE
Case No.: SP-25-309
Postmark/Delivery Date: 5/20/2025

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn
A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

§239-m(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply.
If the county fails to reply within such period, the referring body may take final action.
However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5)
The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: **Date** _____ **Time** _____ **Location** 5583 Main St., Williamsville

3. Action is before: ☑ Legislative Body ☐ Board of Appeals ☐ Planning Board

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other: _____

5. Location of Property: ☐ Entire Municipality ☑ Address: 2577 Millersport Highway

5a. S.B.L. of Property: 41.15-1-18

6. Referral required as site is within 500' of:
☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District
☐ Expressway ☐ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Rezone 1.4 acres from NB to GB

8. Other remarks:

9. Submitted by: Town of Amherst Planning Dept. **Email:**

10. Return Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 5/20/2025**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☑ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Planning: Dan M. Hall **Date:** 5/20/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Wednesday, June 18, 2025 9:49 AM
To: Fadel, Bryan
Cc: Poodry, Kathryn D. (DOT); Hebert, Kevin P (DOT)
Subject: RE: Request to Rezone 2577 Millersport Hwy. (Z-2025-02) NYSDOT Comments 2025-85

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 quick service coffee drive-thru at 2577 Millersport Hwy and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System
- A NYSDOT Highway Work Permit will be required for work located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work permit application and an additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit.
    - A separate permit will be required for any sanitary sewer work performed during construction
    - Additional information on permits can be found at: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits
    - Applicant should direct the Highway Work Permit application and/or questions to:
      Erie North County Residency
      Kathryn Poodry
      Assistant Resident Engineer
      New York State Department of Transportation Region 5
      Broadway & Indian Road, Depew, New York 14043
      716-683-3476| Kathryn.Poodry@dot.ny.gov

Alyssa Schoenfeldt

From: Fadel, Bryan
Sent: Tuesday, May 20, 2025 8:26 AM
To: Hall, David (ERIE) ; dot.sm.r05.SEQR
Subject: Re: Request to Rezone 2577 Millersport Hwy. (Z-2025-02)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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 Fadel
Senior Clerk | Town of Amherst Planning Deparment

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

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

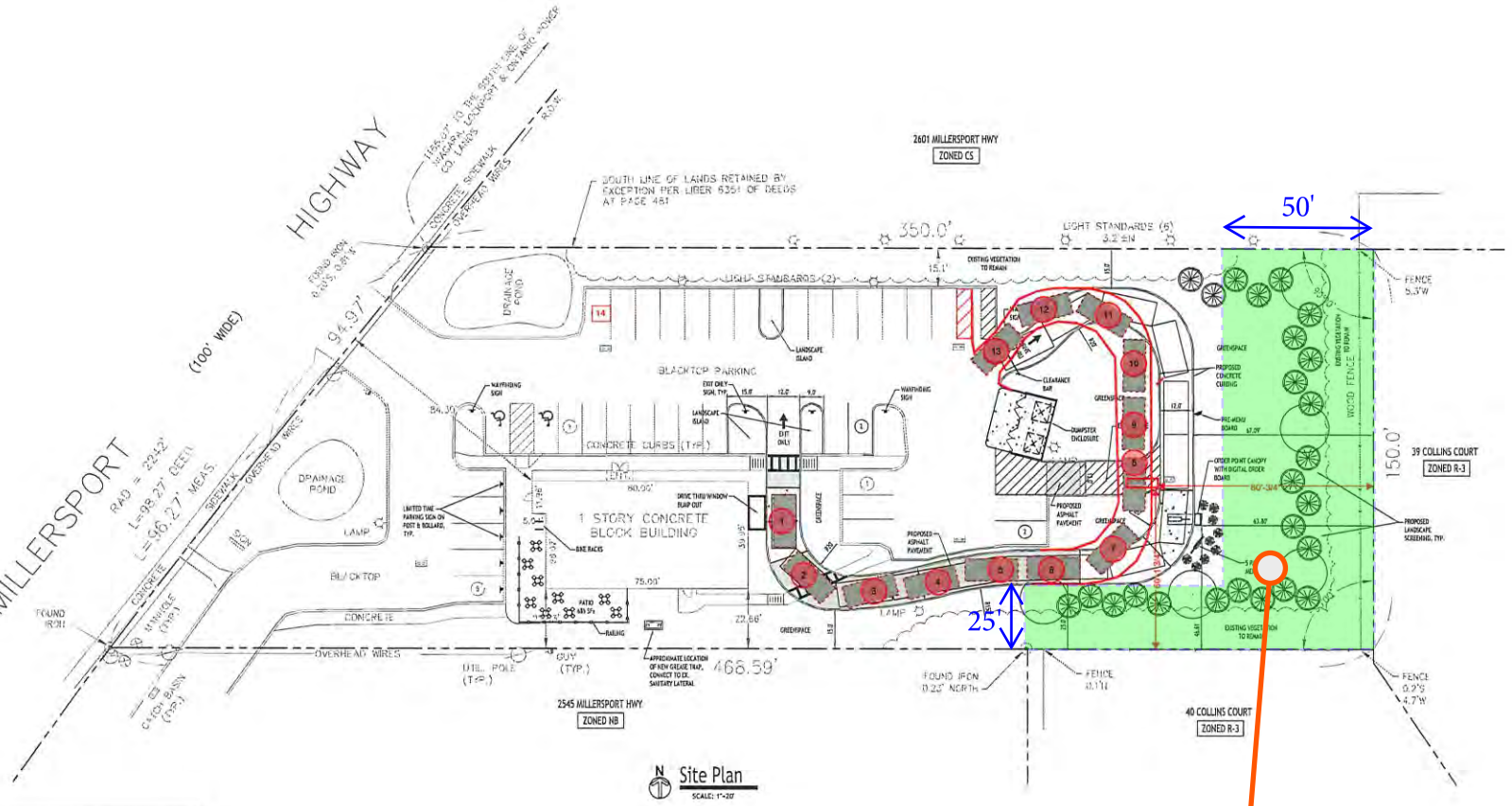
DATE: May 21, 2025

SUBJECT: Request to Rezone 1.41±Acres of Land from NB to GB Z-2025-02
Property Location: **2577 Millersport Hwy**
Petitioner: **Jeffery Palumbo**

Assessor agrees with all statements

cc: Jeffery Palumbo, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



Site Plan
SCALE: 1"=20'

perpetual green space subject to proposed Town deed restriction

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

Site Data

SITE AREA = 0.4 AC±
ZONED: MX (NEIGHBORHOOD BUSINESS DISTRICT)
USE: PROPOSED DRIVE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	84.30 FT. MIN. (EX.)
FRONT (FROM ¼ OF MILLERSPORT HWY)	115 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.63 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	34	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.61 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.025 AC)	> 5%
OVERALL:	N/A	> 10%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7-1-6A)
RESTAURANT
1 space per 3 seats = 33 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,500 sf / 100 = 15 spaces
TOTAL REQD = 11 + 15 = 34 SPACES REQD

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED STANDARD DUTY ASPHALT PAVEMENT
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 0 20' 40ft.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

No.	Description	Date
1	Rev. per Town comments	2/7/25

REVISIONS:

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 1/26/25
Drawn By: P. Sheedy
Scale: As Noted

DRAWING NO.
C-100

Project No: 24-4xxx

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All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINAWOOD DESIGN is prohibited. WARNING: It is a violation of article 145 section 7209 sub 2 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this item in any way. If an altered item bears the stamp of the licensed professional, he/she must affix to the item a description of the alteration, his/her seal and the date of such alteration.

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31154 **RESOLUTION 2025-948** **ADOPTED**

2026 Budget Amendments

BE IT RESOLVED, the attached 2026 budget amendments are hereby adopted.

11/10/2025
Consent

FINANCIAL IMPACT:

No impact to the amount raised in the 2026 budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2026 Budget Amendment

Increase	
A1410-05001 Town Clerk - Refund of CY Exp.	$29,843.76

Increase	
A1410-1000 Town Clerk - Personal Svc.	$9,844.24
A1410-8030 Town Clerk - Social Security	$3,036.13
A1410-8050 Town Clerk - Hospital & Medical Ins.	$32,114.16
A1410-8051 Town Clerk - Dental	$1,071.84
A1410-8052 Town Clerk - Vision	$107.28
A1430-1000 Human Resources - Personal Svc.	$15,000.00
A1430-8030 Human Resources - Social Security	$1,147.50
A1620-1000 Facilities - Personal Svc.	$15,619.09
A1620-8030 Facilities - Social Security	$1,194.86
	$79,135.10

Increase	
A1410-1000 Town Clerk - Personal Svc.	$29,843.76

Decrease	
A1420-1000 Law - Personal Svc.	$16,929.86
A1420-8030 Law - Social Security	$1,295.13
A8020-1000 Planning - Personal Svc.	$39,860.76
A8020-8030 Planning - Social Security	$3,049.35
A7250-4070 Audubon Golf - Utilities	$18,000.00
	$79,135.10

Attachment: 2026 Budget Amendment (RES-2025-948 : 2026 Budget Amendments)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 31089 B **RESOLUTION 2025-949** **ADOPTED**

Arts & Culture in Public Places Board Appointment

WHEREAS, Meghana Bapardekar has expressed interest in serving on the Arts & Culture in Public Places Board,

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Meghana Bapardekar to the Arts & Culture in Public Places Board for a term to expire 12/31/2028.

11/10/2025
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Brian J. Kulpa, Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 31090 A **RESOLUTION 2025-950** **ADOPTED**

9/11 Commemoration Committee Appointment

WHEREAS, Robert Gilmour has expressed interest in serving on the Amherst 9/11 Commemoration Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Robert Gilmour to the Amherst 9/11 Commemoration Committee.

11/10/2025
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Brian J. Kulpa, Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 31112 **RESOLUTION 2025-951** **ADOPTED**

Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library

TO: The Honorable Town Board

FROM: Angela Marinucci, Town Councilmember

DATE: October 27, 2025

RE: **Renaming of Amherst Main Library at Audubon to the Honorable Shirley Chisholm Library**

Kindly adopt the following with respect to the above matter:

> **RESOLVED**, the Town Board adopts a resolution to schedule a Public Hearing for December 1, 2025 @ 3:00 p.m. to allow for public input and to consider the above matter.

c: Francine Spoth, Town Clerk
Timothy Koller, Deputy Town Clerk
Steven Bengart, Town Attorney

11/10/2025
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Angela Marinucci, Councilmember
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31113 **RESOLUTION 2025-952** **ADOPTED**

License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

AGENDA ITEM : NOVEMBER 10TH, 2025

TO: **Town Board**

FROM: **Nicole M. Burroughs, Supervising Paralegal**

(*For Steven B. Bengart, Esq., Town Attorney)*

DATE: **November 5, 2025**

RE: **Request for License Agreement (CRS #5917)**
Installation and Placement of Existing Fence
Shed With Concrete Pad
Property Located At:
111 Bywater Drive, Getzville, New York 14068

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement pending successful completion of the Contract Routing System (CRS).

The owners of the above-referenced property are seeking permission to install and place an existing fence and construct a shed with a concrete pad that encroaches into a Town-owned utility easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department and Engineering Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk (*w/attachment*)
(**Agenda Item: November 10, 2025**)
Craig Schreck, General Crew Chief (*w/attachment)*
Vaishali Reberholt, P.E., Assistant Town Engineer (*w/attachment)*

11/10/2025
Consent

FINANCIAL IMPACT:

$230.00 Paid by homeowner to Town of Amherst ($150.00 - License Agreement; $80.00 ECCO Filing Fee)

A5010.02724

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Return to: Town of Amherst
Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this ____ day of October, 2025, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part hereinafter referred to as the "Town" and

Marco G. DiFranco and Tricia L. Zimmer
111 Bywater Drive
Getzville, New York 14068
SBL: 41.16-7-10

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number fifty-seven, (57), Township twelve (12), Range seven (7) of the Holland Land Company's Survey and further distinguished as Subdivision Lot Number sixty-four (64) as shown on a map filed in the Erie County Clerk's Office under Cover Number 2509.

It is more commonly known as:

111 Bywater Drive
Getzville, New York 14068

WHEREAS, the Town became the holder of a 15' wide public utility easement on the west side of the property and a 30' wide drainage easement at the back of the property, more fully depicted on the survey attached hereto as Exhibit "A;" and

WHEREAS, the Owners are desirous of utilizing a portion of the 15' wide public utility easement:

To (1) construct and install a concrete pad; (2) to construct and place a shed onto that concrete pad; and (3) to incorporate the existing fence;

TBA : 10.14.2025
Address : 111 Bywater Drive
Owner Name : DiFranco, M. and Zimmer, T.

Attachment: DiFrancoLicAgree.OwnerSigned-11032025103358 (RES-2025-952 : License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

as shown on the survey labeled Exhibit "A," attached hereto and made a part hereof.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said utility easements were acquired.

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 covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, his/her successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the utility easement as shown on Exhibit "A," subject to the following conditions:

a. There shall not be installed or placed devices, equipment or structures within the said easement area(s) without prior approval of the Town;

b. The use of said license in the easement area(s) shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the utility easement(s).

c. If it becomes necessary to remove said encroachment(s) for the purpose of repair and/or reconstruction of the easement area(s), the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, his/her successors, distributees and assigns.

d. If at any time the easement area(s) is/are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of said easement area(s).

e. Owners acknowledge and accept all consequences, including, but not limited to, damage to any and all structures, fixtures and/or assemblies that encroach into the easement area(s) as a result of any force majeure.

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the 30th day of September, 2025 and shall automatically extend for one (1) year periods unless the same is cancelled as provided below:

Attachment: DiFrancoLicAgree.OwnerSigned-11032025103358 (RES-2025-952 : License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove said fence and shall restore the area to the same condition that existed prior.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

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

TOWN OF AMHERST

Brian J. Kulpa
Supervisor

PROPERTY OWNER

Marco G. DiFranco

PROPERTY OWNER

Tricia L. Zimmer

TBA : 10.14.2025
Address : 111 Bywater Drive
Owner Name : DiFranco, M. and Zimmer, T.

Attachment: DiFrancoLicAgree.OwnerSigned-11032025103358 (RES-2025-952 : License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared, **Brian J. Kulpa,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

On the 28 day of OCTOBER in the year 2025 before me, the undersigned, personally appeared, **Marco G. DiFranco**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LINDA MANK
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01MA6048262
COMM. EXP. 09/25/2026

Notary Public

STATE OF NEW YORK }
ERIE COUNTY }SS:

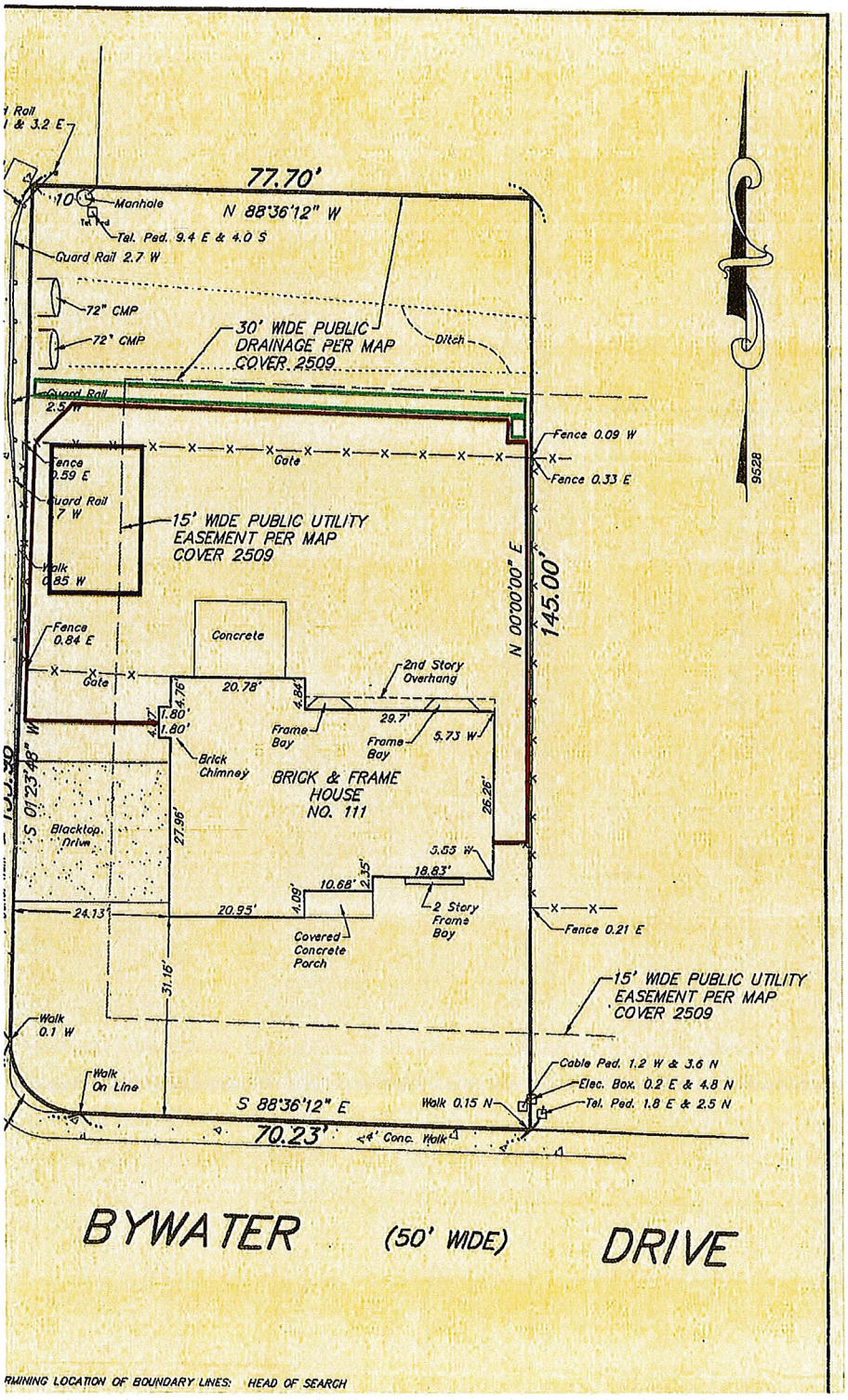
On the 29 day of October in the year 2025 before me, the undersigned, personally appeared, **Tricia L. Zimmer**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

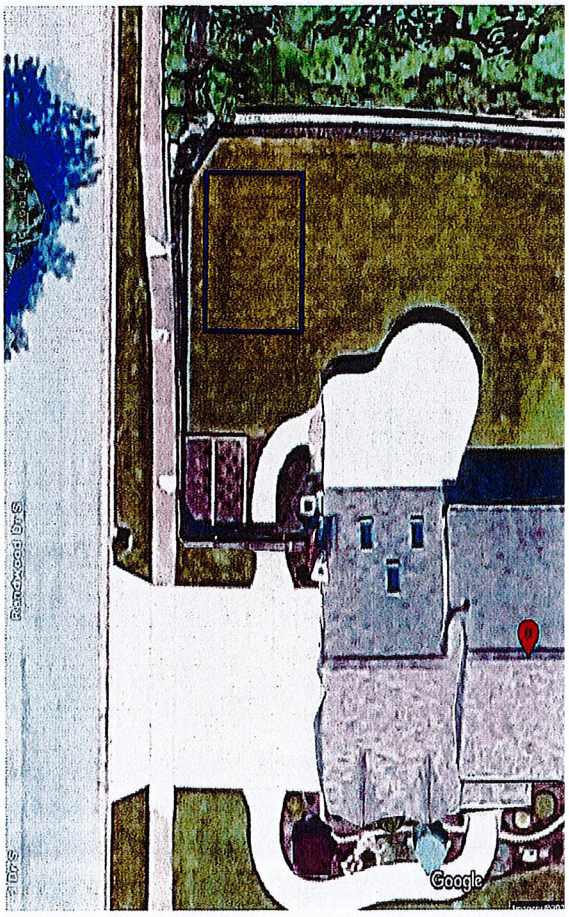
Notary Public

TBA : 10.14.2025
Address : 111 Bywater Drive
Owner Name : DiFranco, M. and Zimmer, T.

STEPHANIE ANN WINSPEAR
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA COUNTY
LIC. #01WI6402642
COMM. EXP. 01/06/2028

Attachment: DiFrancoLicAgree.OwnerSigned-11032025103358 (RES-2025-952 : License Agreement - 111 Bywater Drive (DiMarco/Zimmer)





Attachment: DiFrancoLicAgree.OwnerSigned-11032025103358 (RES-2025-952 : License Agreement - 111 Bywater Drive (DiMarco/Zimmer)

Exhibit "A"

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31119 **RESOLUTION 2025-953** **ADOPTED**

Certificate of Abandonment Parcels I and II - 135 Admirals Walk

AGENDA ITEM : NOVEMBER 10TH, 2025

TO: **Town Board**

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

DATE: **November 5, 2025**

RE: **Certificate of Abandonment – 135 Admirals Walk, Parcels I and II**

Kindly adopt a resolution certifying the abandonment of Parcels I and II at the above address as more accurately depicted and described in the attached survey prepared by GPI and authorize Steven Floss, the Town of Amherst Highway Superintendent, to execute said Certification.

Thank you.

SBB:nmb:hs
Attachments
c: Timothy Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item : November 10, 2025**)

11/10/2025
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TULLY RINCKEY PLLC
ATTORNEYS & COUNSELORS AT LAW
400 LINDEN OAKS, SUITE 110
ROCHESTER, NEW YORK 14625
PHONE: (585) 492-4700
FAX: (585) 331-8899
WWW.TULLYLEGAL.COM
EMAIL: INFO@TULLYLEGAL.COM

October 17, 2025

VIA U.S. MAIL AND EMAIL

Steven Floss
Highway Superintendent
1042 N Forest Rd
Williamsville, NY 14221
sfloss@amherst.ny.us

Brian J. Kulpa
Town Supervisor
5583 Main Street
Williamsville, NY 14221
toainfo@amherst.ny.us

Re: Request for Determination of Highway Abandonment at *135 Admirals Walk, Amherst, New York 14228*

Gentlemen:

This law firm represents Michelle and Michael Scott ("the Scotts"), the current owners of 135 Admirals Walk, Amherst, New York 14228, with respect to issues relating to their ownership of acreage assessed to them under Parcel No.: 26.01-1-16. Should the Town have an appointed Town Attorney, kindly forward this correspondence to them for response.

It has come to our attention that pursuant to a deed executed in 1992, between the then-owners (Ms. Scott's uncle) of 135 Admirals Walk and the Town of Amherst, the Town of Amherst was deeded 2+/- acres of property for highway purposes. *See* Exh. 1, Deed, dated November 9, 1992. However, the property has remained in the possession of Ms. Scott's family for the past 33 years, and in that time, the Town has not used, accessed, or maintained the land at issue in said deed.

Additionally, tax records from the past 33 years show the 2+/- acres as being part of the original estate/property. *See* Exh. 2, Tax Records. In fact, the taxes on the whole have always been assessed to and paid by the "original" owner and now the Scotts.

Legal Issues

This section of roadway has not been used, maintained, or traveled by the public for well over six years, if ever. Under N.Y. Highway Law § 205,

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

> Every highway that shall not have been opened and worked within six years from the time it shall have been dedicated to the use of the public, or laid out, shall cease to be a highway; but the period during which any action or proceeding shall have been, or shall be pending in regard to any such highway, shall form no part of such six years; and every highway that shall not have been traveled or used as a highway for six years, shall cease to be a highway, and every public right of way that shall not have been used for said period shall be deemed abandoned as a right-of-way. The town superintendent with the written consent of a majority of the town board shall file, and cause to be recorded in the town clerk's office of the town a written description, signed by him, and by said town board of each highway and public right-of-way so abandoned, and the same shall thereupon be discontinued.

Therefore, the highway located at 135 Admirals Walk is abandoned and ceases to be a highway, if it ever was, as it has not been traveled or used as a highway for six years. Upon such abandonment, title to the underlying land reverts to the original property owners, here, the Scotts.

To help confirm abandonment, we respectfully request that the Town review its highway maps, Erie County's maps, or the Department of Transportation's maps to determine whether this roadway is currently listed as part of the Town's highway system. If it is not reflected in the Town's highway system, such omission would bypass the need for filing a Certificate of Abandonment.

In the event that the roadway is listed in the Town's maps, we request that the Town formally acknowledge that this roadway has been abandoned by nonuse pursuant to Highway Law § 205 and issue a Certificate of Abandonment as required. Upon doing so, we will prepare a deed from the Town to the Scotts to present for execution by the Town.

Thank you for your attention to this matter. If the Town requires any additional documents or information, please do not hesitate to reach out.

Sincerely yours,

Jennifer Prossick
TULLY RINCKEY, PLLC

CC: CLIENTS-VIA EMAIL

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

EXHIBIT 1

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

542

DAVID J. SWARTS
COUNTY CLERK

County of Erie

COUNTY CLERK'S OFFICE

25 DELAWARE AVENUE
BUFFALO, N.Y. 14202
858-8865

CONTROL NUMBER 2339MHA160
DATE 120492
TIME 14:58:38
CODE 1C

DEED OR MISCELLANEOUS RECORDED DOCUMENT

RECORDING FEES COLLECTED $ 30.00

TRANSFER TAX
AMOUNT CONSIDERED $ 0
STATE AMOUNT $ 0.00
NFTA AMOUNT $ 0.00
TRANSFER TAX PAID $ 0.00

TRANSFER TAX NUMBER 9658
(IF APPLICABLE) MORTGAGE TAX NUMBER

STATE OF NEW YORK
ERIE COUNTY CLERKS OFFICE
THIS DOCUMENT HAS BEEN RECORDED IN
THE DEED LIBER

David F. Williamson Co., Inc.
125 Ellicott Sq. Bldg., Bflo., N. Y. 14203

Quit Claim Deed (Individual) 884 ½

This Indenture

Made the 9th *day of* November *Nineteen Hundred and* Ninety-Two

Between Joseph P. Schaab residing at 135 Admirals Walk, Amherst, New York 14228 and Donna M. Schaab, his wife with a mailing address of P. O. Box 82, Nicholville, New York 12965.

2p Ank 1 13/8

parties of the first part, and

The Town of Amherst, a municipal corporation of the State of New York having its principal office in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221.

party of the second part,

Witnesseth *that the said parties of the first part, in consideration of* One Dollar and other good and valuable consideration *Dollars,*

($ 1.00 *) lawful money of the United States. paid by the party of the second part, does hereby remise, release and forever Quit-Claim unto the said party of the second part,* its successors and assigns forever,

Parcel I
ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Amherst, County of Erie, and State of New York, being part of Lot 1, Township 13, Range 8 of the Holland Land Company's Survey, being further described as follows:

BEGINNING AT A POINT on the west side of Niagara Falls Boulevard, as now laid out, said point being 884.89 feet northerly of the northeast corner of lands conveyed by Liber 252, Page 344 of Deeds, as measured along the west line of Niagara Falls Boulevard;
THENCE westerly at right angles with Niagara Falls Boulevard along the northerly line of lands conveyed by Liber 9500, Page 619 of Deeds, a distance of 485.60 feet;
THENCE northerly at right angles with the last line, a distance of 450.97 feet;
THENCE southwesterly on a curve to the left having a radius of 1190.00 feet, an arc distance of 740.66 feet;
THENCE southeasterly along a line parallel with and 50.00 feet northeasterly of the northeasterly line of lands conveyed by Liber 252, Page 344 of Deeds, a distance of 20.00 feet;
THENCE southwesterly at right angles to the last line, a distance of 50.00 feet to a point on the northeasterly line of lands conveyed by Liber 252, Page 344 of Deeds;
THENCE northwesterly along said line, a distance of 70.00 feet;
THENCE northeasterly at right angles with the last line, a distance of 50.00 feet;
THENCE on a curve to the right having a radius of 1240.00 feet, an arc distance of 785.97 feet;
THENCE easterly at right angles with the west line of lands conveyed by Liber 8326, Page 381 Deeds, a distance of 50.00 feet to said west line;
THENCE southerly along said line, a distance of 452.87 feet to the southwest corner of said lands;
THENCE easterly along the south line of said lands, a distance of 435.60 feet to the west line of Niagara Falls Boulevard;
THENCE south along the west line of Niagara Falls Boulevard, a distance of 50.00 feet to the Point of Beginning, containing 2.0 acres more or less.

It is the intent of this description to convey several strips of land being 50.0 feet in width.

(continued on Schedule A, attached)

LIBER 10567 PG 780

AMH
O

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

Together with the appurtenances and all the estate and rights of the parties of the first part in and to the said premises.

To have and to hold, the above granted premises unto the said party of the second part, and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Joseph F. Schaab LS

Donna M. Schaab LS

LS

STATE OF NEW YORK] ss.
COUNTY OF Erie]

On this 31st day of October Nineteen Hundred and Ninety-two before me, the subscriber, personally appeared Joseph F. Schaab

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Marcia H. Chase

Marcia H. Chase
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 1/31/94
#4705071

STATE OF NEW YORK] ss.
COUNTY OF St. Lawrence]

On this 9th day of November Nineteen Hundred and ninety-two before me, the subscriber, personally appeared Donna M. Schaab

to me personally known and known to me to be the same person described in and who executed the within Instrument, and she acknowledged to me that she executed the same.

Tonya Rood

TONYA ROOD, NOTARY PUBLIC
IN THE STATE OF NEW YORK
REGISTRATION NO. 4954478
MY COMMISSION EXPIRES 8/14/93

k,
x 82
oration

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

Deed November 9, 1992
Joseph F. Schaab & Donna M. Schaab, his wife
SBL NO. 26.01-1-16

Schedule A

Parcel II
ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Amherst, County of Erie, and State of New York, being part of Lot 1, Township 13, Range 8 of the Holland Land Company's Survey, being further described as follows:

BEGINNING AT the southeast corner of lands conveyed to William S. Schlegel by Liber 10138, Page 189 of Deeds, said point also being the northeast corner of lands conveyed to Joseph F. Schaab & Wife by Liber 7720, page 86 of Deeds;
THENCE southerly along the east line of the last mentioned deed, 32.00 feet to a point;
THENCE westerly at a right angle to the last mentioned line, 25.00 feet;
THENCE northerly, at a right angle to the last mentioned line, to a point on the north line of lands conveyed by Liber 7720, Page 86 of Deeds;
THENCE easterly along the north line of the last mentioned deed to the point of beginning, containing 687.5 square feet more or less.

As part of the consideration for this conveyance, there shall be no extension or additional public highways connected to the above described premises without prior written approval of the parties of the first part herein, their successors or assigns.

This conveyance is for highway purposes.

This conveyance does not render the parties of the first part insolvent.

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

EXHIBIT 2

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

ERIE COUNTY, NEW
Interactive Mapping Viewer

Search... Sign in

Tools Find Data Draw Graphics Measure Tool Labels

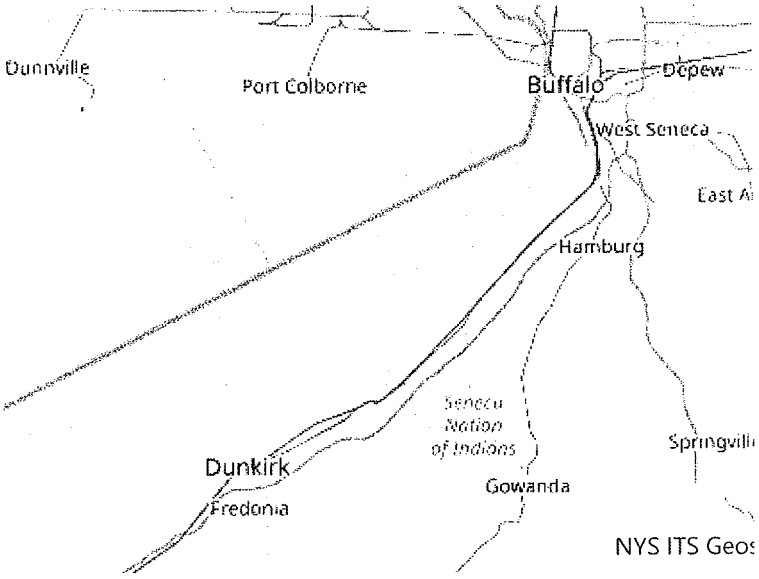
Pan Zoom In Zoom Out Initial View Full Extent Bookmarks

Navigation

Identify Home Initial View Print Export Linked Maps

Basic Tools Linked Maps

Owner: SCHAAB JOSEPH F &
Dimensions: 583x0
Acreage: 5.7566 acres
Property Class: R - 1 Family Res



Displaying 1 - 1 (Total: 1)

Page 1 of 1

Layers Parcels (1) Open Str... 0 5 10mi

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

TOWN OF AMHERST
5583 Main Street | Williamsville, NY 14221
(716) 631-7000

(../../INDEX.PHP)

NAVIGATION

Home (../index.php) / CPI Search (cpi_search.php) / Property Details (cpi_detail.php?fld_swissbl=142289026010000101600O) / CPI Two Year Tax History

Subject Property

Address: 135 Admirals Walk
Section, Block & Lot (SBL): 26.01-1-16
Owner Name: Schaab, Joseph F



(../../../images/cpi_nophoto.jpg)

2025 Town / County Taxes

Tax Bill: $ 1,898.48
Exemption Savings: $ 801.05
True Tax Amount: $ 2,699.53
Payment Amount: 1,898.48
Payment Date: 02/05/2025
Tax Bill Percent Change: -24.20%

2024 Town / County Taxes

Tax Bill: $ 2,504.12
Exemption Savings: $ 547.78
True Tax Amount: $ 3,051.90
Payment Amount: $ 2,504.12
Payment Date: 02/06/2024

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

2025-2026 School Taxes

Tax Bill: $ 1,859.12
Exemption Savings: $ 1,008.51
True Tax Amount: $ 2,867.63
Payment Amount: $ 1,859.12
Payment Date: 09/29/2025
Tax Bill Percent Change: 1.80%

2024-2025 School Taxes

Tax Bill: $ 1,825.85
Exemption Savings: $ 1,035.04
True Tax Amount: $ 2,860.89
Payment Amount: 1,825.85
Payment Date: 10/15/2024

About Amherst

The Town of Amherst was established in 1818 and celebrated its 200th Anniversary (http://www.amherst.ny.us/content/anniversary.php?section=intro) in 2018. The town has a geographical area of 53.6 square miles and a population of greater than 122,000.

Disclaimer, Copyright and Maintenance (../content/copyright.php)
How to use our site (pdf/it/how-to.pdf)

Americans with Disabilities Act (ADA)

The Town of Amherst ADA Coordinators are Robert McCarthy (Director of Human Resources) and Mark Berke (Commissioner of Buildings).

Click (../content/ada.php) for more information about ADA.

Website Contact

The Town of Amherst takes great pride in providing useful, timely and accurate information through its official website. We encourage public participation in our website and ask that you provide your feedback (mailto:toawebsite@amherst.ny.us?subject=contact website administrator) to help us make our site even better. Contact the website administrator at toawebsite@amherst.ny.us (mailto:toawebsite@amherst.ny.us?subject=contact website administrator).

Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135

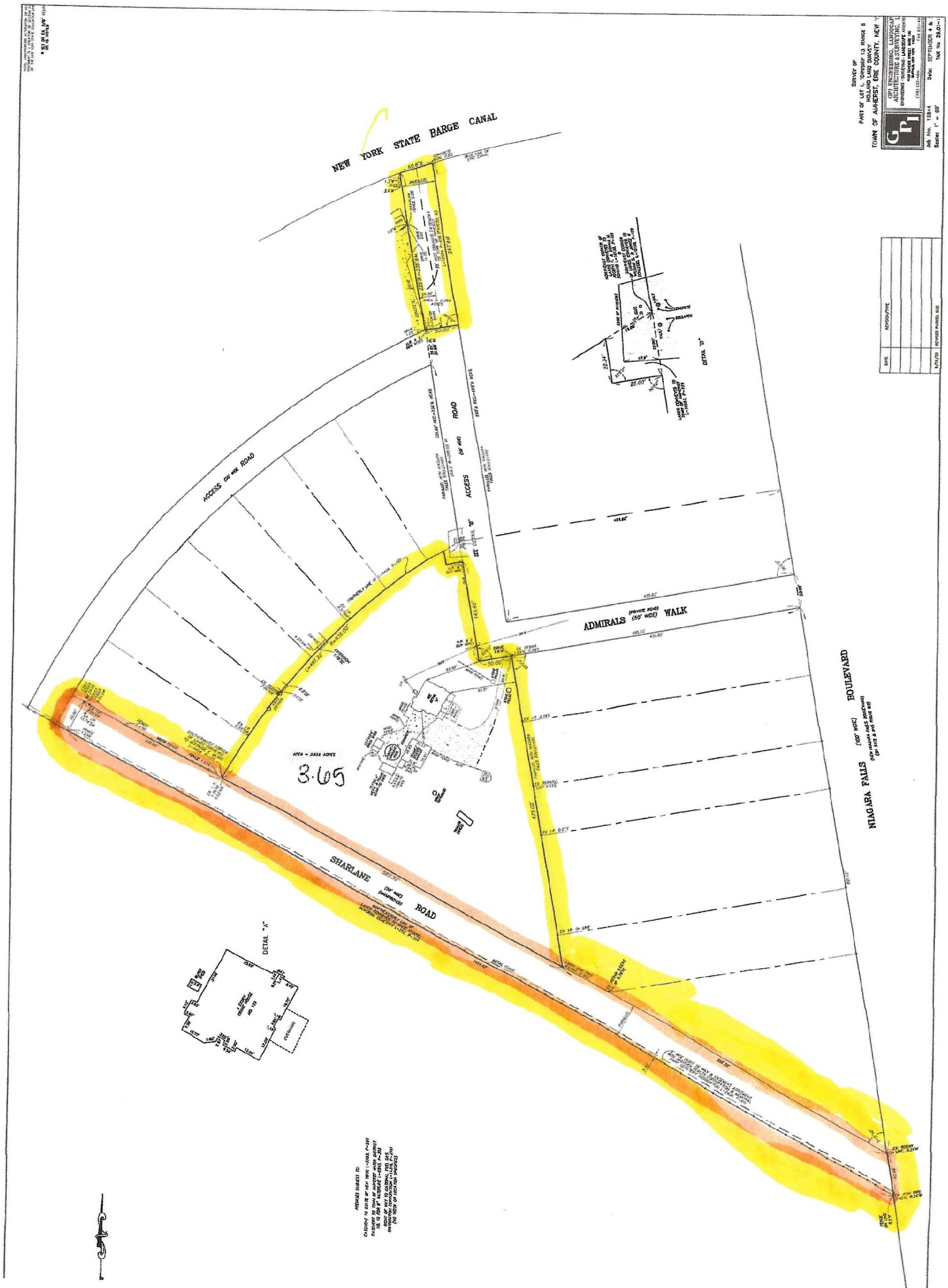
Get in Touch

General Information:
(716) 631-7000
Email:
toainfo@amherst.ny.us (mailto:toainfo@amherst.ny.us)
Address:
Municipal Building (Town Hall)
5583 Main Street
Williamsville, NY 14221

Try our Accessibility Menu, located in the top corner, to customize your browsing experience, including options for text size, contrast, and navigation assistance.

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Attachment: TullyRinckey.Prossick.135AdmiralsWalk-11042025110441 (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135



Attachment: 2025.10.01.Survey.Highlighted (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135 Admirals Walk)

CERTIFICATE OF ABANDONMENT OF TOWN HIGHWAYS

WHEREAS, it duly appears to the undersigned, Steven Floss, Superintendent of Highways of the Town of Amherst, Erie County, New York and to the Town Board of said Town that Parcels I and II at 135 Admirals Walk are to be abandoned; and

WHEREAS, it duly appears to the undersigned that abandonment of such parcels is proper and the abandonment of said parcels will not cause injustice or hardship to the owner or occupant of any lands adjoining the same;

Said Superintendent of Highways of the Town of Amherst and the Town Board of the Town of Amherst do hereby certify that the following parcels are described herein as follows:

Parcel I

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Amherst, County of Erie, and State of New York, being part of Lot 1, Township 13, Range 8 of the Holland Land Company's Survey, being further described as follows:

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THENCE southwesterly on a curve to the left having a radius of 1190.00 feet, an arc distance of 740.66 feet;

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THENCE on a curve to the right having a radius of 1240.00 feet, an arc distance of 785.97 feet;

THENCE easterly at right angles with the west line of lands conveyed by Liber 8326, Page 381 Deeds, a distance of 50.00 feet to said west line;

THENCE southerly along said line, a distance of 452.87 feet to the southwest corner of said lands;

Attachment: CertofAbandonmentHwySuper (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135 Admirals Walk)

THENCE easterly along the south line of said lands, a distance 'of 435.60 feet to the west line of Niagara Falls Boulevard;

HENCE south along the west line of Niagara Falls Boulevard, a distance of 50.00 feet to the Point of Beginning, containing 2.0 acres more or less.

It is the intent of this description to convey several strips of and being 50.0 feet in width.

Parcel II

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THENCE easterly along the north line of the last mentioned deed to the point of beginning, containing 687.5 square feet more or less.

As part of the consideration for this conveyance, there shall be no extension or additional public highways connected to the above described premises without prior written approval of the parties of the first part herein, their successors or assigns.

This conveyance is for highway purposes.

This conveyance does not render the parties of the first part insolvent.

THEREFORE BE IT RESOLVED, that the parcels as identified above and as more accurately depicted and described in the attached survey prepared by GPI are hereby abandoned within the meaning and with the effect as provided for in Section 205 of New York State Highway Law, to be returned to the fee holder of the original entire estate.

DATED : November ___, 2025

BY: _____
Steven Floss
Superintendent of Highways
Town of Amherst, New York

Attachment: CertofAbandonmentHwySuper (RES-2025-953 : Certificate of Abandonment - Parcels I and II - 135 Admirals Walk)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 31121 **RESOLUTION 2025-954** **ADOPTED**

Docusign Government at Carahsoft CRS #5922

Please authorize the Supervisor to sign the agreement with Docusign Government at Carahsoft for electronic signature software.

The agreement is valid from 11/02/2025 to 11/01/2026.

Approval is pending successful completion of the Contract Routing System.

11/10/2025
Consent

FINANCIAL IMPACT:

$6019.69 Org 4011 Obj 4002

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Government - Price Quota on

Docusign Government at Carahso !

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahso .com | sales@carahso .com

TO:	Joanne Schultz Town of Amhers 5583 Main S Williamsville, NY 14221 US	FROM:	Samuel Randolph Docusign Government at Carahso 11493 Sunset Hills Roa Suite 100 Reston, Virginia 2019
EMAIL:	jschultz@amherst.ny.us	EMAIL:	Samuel.Randolph@carahsoft.com
PHONE:	(716) 631-715	PHONE:	(703) 871-866 FAX: (703) 871-850

TERMS: OMNIA Software Solutions and Services contract: R240
Term: January 1, 2025 - December 31,
FTIN:52-2189693
Shipping Point: FOB Destinatic
Credit Cards: VISA/MasterCard/AME
Remit To: Same as Abo
Payment Terms: Net 30 (On Approved Cre
Sales Tax May App

QUOTE NO:	60619130
QUOTE DATE:	10/14/2025
QUOTE EXPIRES:	11/13/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$6,019.69
TOTAL QUOTE:	$6,019.69

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	DSI-0000462-1195	eSignature Business Pro Edition - Envelope Su DocuSign, Inc. - DSI-000046 Start Date: 11/02/202 End Date: 11/01/202		$3.43 COOP	1,500	$5,145.00
2	BUN-0000001-1195	Silver Success Pack 17% of recurring f DocuSign, Inc. - BUN-000000 Start Date: 11/02/202 End Date: 11/01/202		$874.69 COOP	1	$874.69
		SUBTOTAL:				$6,019.69
			TOTAL PRICE:			$6,019.69
			TOTAL QUOTE:			$6,019.69

Attachment: Town of Amherst 1.5k Docusign Quote (RES-2025-954 : Docusign Government at Carahsoft CRS #5922)

Government - Price Quota on

Docusign Government at Carahso !

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahso .com | sales@carahso .com

Product Details
eSignature Envelope Allowance: 1,500

Overage/Usage Fees
eSignature Business Pro Edi on - Envelope Subs. (Per Transac on): $6.11

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahso ! Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscrip on and support pricing will be in accordance with DocuSign's pricing and policies in e?ect at the me of the renewal or as otherwise agreed to by the par es.

Licensee agrees that any order for DocuSign will be governed by the terms and condi ons of the Carahso ! Docusign Service Agreement copies of which are found at h"ps://sta c.carahso !.com/concrete/#les/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documenta on referenced by the Terms are made a part hereof. The par es agree that any term or condi on stated in a Customer purchase order or in any other Customer order documenta on (excluding Quotes) is void. In the event of any con%ict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documenta on. Licensee acknowledges it has had the opportunity to review the Terms, prior to execu ng an order

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing O&cial (dated October 22, 2023) detailing the Provisional Authoriza on (PA) granted by DISA, excep ons to/exclusions from the PA, and condi ons DocuSign is required to meet in order to maintain the PA for U.S. Department of Defense Impact Level 4 (DoD/IL-4).Customer agrees:
- not to use DocuSign DoD/IL-4 in produc on without a BCAP connec on (or DISA approval);
- not to process, store or transmit IL-4 produc on data without a BCAP connec on to NIPRnet; o not to use DocuSign DoD/IL-4 to connect to any DocuSign services or applica ons via an unauthorized endpoint outside of the NIPRnet or non-BCAP connec ons;
- Customer is responsible for any Customer Data sent to third party applica ons (regardless of whether such third-party applica ons are IL-4 cer #ed);
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

Attachment: Town of Amherst 1.5k Docusign Quote (RES-2025-954 : Docusign Government at Carahsoft CRS #5922)

DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS

If you started a subscription before May __ 2022, your use of the DocuSign Services is governed by the terms here: https://www.docusign.com/company/legacy-agreements

This DocuSign Master Services Agreement for Public Sector Resale Customers ("**MSA**") is made between DocuSign, Inc., a Delaware corporation ("**DocuSign**"), and the customer identified on the Order Form or SOW ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**", as of the date of last signature below (the "**MSA Effective Date**"). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable DocuSign Service Schedule(s) and Attachments (located at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules), Order Form(s) and SOW, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. All DocuSign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the "**Agreement**":

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Public Sector Resale MSA Version: May 2022

TABLE OF CONTENTS

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2. Usage and Access Rights
3. Ownership
4. Security and Customer Data
5. Purchase Agreement
6. Reserved
7. Term and Termination
8. Warranties and Disclaimers
9. Third-Party Claim Procedures, Conditions and Remedies
10. Limitation of Liability
11. Confidentiality
12. Governing Law, Venue and Claims
13. General

1. DEFINITIONS

"**Account**" means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

"**Account Administrator**" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"**Affiliate**" means any DocuSign entity that DocuSign directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a DocuSign Affiliate as long as that interest is maintained.

Attachment: DocuSign_Master_Services_Agreement_fo_Public_Sector (RES-2025-954 : Docusign Government at Carahsoft CRS #5922)

"**Authorized User**" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer who is registered by Customer in Customer's Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer's internal business purposes.

"**Confidential Information**" means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps and pricing (to the extent allowable under applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information ("**Recipient**") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) to the extent allowable by applicable law, the terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer" means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Resale Customer will be subject to terms included in DocuSign's Master Services Agreement for Resell Customers, which is available at: https://www.docusign.com/company/terms-and-conditions/reseller.

"**Customer Data**" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

"DFARS" means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

"**Documentation**" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"**DocuSign Service(s)**" means the services provided by DocuSign under an Order Form or SOW, and may include Professional Services, software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

"DoD" means the United States Department of Defense.

"**eDocument**" refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Service by Customer for processing.

"FAR" means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

"**Order Form**" means the paper or online order form between DocuSign and Reseller that sets forth the DocuSign Services selected by Customer.

"Order End Date" means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

"Order Start Date" means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

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"**Professional Services**" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("**SOW**") between DocuSign and Reseller.

"Public Sector Resale Customers" are Customers authorized to use DocuSign Services pursuant to an Order Form and/or SOW and the Agreement and are: a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.2I (or its successor), state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User's official capacity as a Federal, state, local government, or school official or employee ("**Official Use**"). Customers who are not bona fide Public Sector Resale Customers are not eligible to use DocuSign Services according to the terms of this MSA, but, instead, will be subject to terms included in DocuSign's Master Services Agreement for Resell Customers, which is available at: https://www.docusign.com/company/terms-and-conditions/reseller.

"Purchase Agreement" means any agreement between Customer and Reseller relating to Customer's purchase of DocuSign Services from that Reseller.

"Reseller" means an entity that has contracted with DocuSign or one of DocuSign's authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

"**Service Schedule**" means the service-specific terms and conditions applicable to a particular DocuSign Service(s) provisioned to Customer.

"**System**" means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

"Third-Party Services" means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its Official Use by Authorized Users for Customer's internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;

(c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account or the DocuSign Services by a direct competitor of DocuSign;

(d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, without DocuSign's written consent;

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(e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) fail to use commercially reasonable efforts to avoid interference with or disruption to the integrity, operation, performance, or use or enjoyment by others of the DocuSign Services;

(g) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(h) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates the Agreement, unless DocuSign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law, regulation or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this Agreement. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store and/or disclose the Customer Data in order to provide the DocuSign Services to Customer, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder. Unless

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otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

3.3 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources ("**Feedback**"). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer's prior written consent.

4. SECURITY AND CUSTOMER DATA

4.1 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/data-protection-attachment, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

4.3 Usage Data. Customer agrees that DocuSign may collect and use quantitative data, derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6. RESERVED

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form or SOW and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form or SOW (the "**Term**"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect or DocuSign Services are provisioned to Customer. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

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7.2 Termination for Breach. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then except as prohibited by applicable law or regulation, the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 8.3 and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer or Reseller to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services. Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

8.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery or performance of the Agreement.

8.3 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, DOCUSIGN: (A) MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE; AND (C) DOES NOT WARRANT THAT THE DOCUSIGN SERVICES ARE OR WILL BE ERROR-FREE OR MEET CUSTOMER'S REQUIREMENTS. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

9. THIRD PARTY CLAIM PROCEDURES, CONDITIONS AND REMEDIES

9.1 Procedures/Conditions. In the event applicable law or regulation requires DocuSign to indemnify Customer, then except as prohibited by applicable law or regulation, such indemnification is expressly conditioned on: (a) the Customer giving providing prompt written notice of the claim for which indemnification is sought hereunder (the "**Claim**"), and (b) DocuSign being given a full and complete opportunity to control or meaningfully participate in the defense and settlement of the Claim. Customer or Customer's authorized settlement authority (as applicable) shall not, without DocuSign's prior written consent, agree to any settlement on behalf of DocuSign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of DocuSign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

9.2 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification

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obligations under applicable law or regulation, then DocuSign will, at its sole expense and option, except as prohibited by applicable law or regulation, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2 (Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 3.2 (DOCUSIGN SERVICES), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (B) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

10.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

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11.2 Required Disclosure. If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW, VENUE AND CLAIMS

12.1 Governing Law / Venue

(a) U.S. Federal and State/Local Customers. Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

(b) All other Customers. Except as set forth in Section 12.1(a) (above), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

(c) Conventions / Equitable Relief. To the extent permitted by applicable law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply. Notwithstanding the foregoing, and except as prohibited by applicable law or regulation, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.2 English Language. To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

12.3 Claims. If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by DocuSign against the United States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

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13. GENERAL

13.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, DocuSign may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision and without its fault or negligence (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

13.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in this Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Customer represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at https://www.export.gov/article?id=Consolidated-Screening-List, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

Attachment: DocuSign_Master_Services_Agreement_fo_Public_Sector (RES-2025-954 : Docusign Government at Carahsoft CRS #5922)

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

13.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "Commercial computer software" has the meaning set forth in FAR section 2.101 for US. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign's hosted sites unless permission to do so has been granted by Customer or by other relevant government authority.

13.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

13.11 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

Attachment: DocuSign_Master_Services_Agreement_fo_Public_Sector (RES-2025-954 : Docusign Government at Carahsoft CRS #5922)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31103 **RESOLUTION 2025-955** **ADOPTED**

2Nd Floor Carpet Installation CRS #5797

WHEREAS, the Facilities/Building Maintenance Department received a quote on August 6, 2025 to purchase carpet to support the Second Floor Renovation at 30 South Cayuga Offices; and

WHEREAS, Allasen Carpet Co., Inc. provided a quote under NYS OGS Contract PC#70142.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to proceed with the furniture purchase with Allasen Carpet Co., Inc. in the amount of $11,400.00; and

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

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

11/10/2025
Consent

FINANCIAL IMPACT:

KP2302.4972 | $11,400.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31114 **RESOLUTION 2025-956** **ADOPTED**

Purchase of New Trailer

WHEREAS, the Facilities/Building Maintenance Department requested quotes from four (4) vendors on October 16, 2025 for a new trailer to support operations by the Facilities/Building Maintenance Department; and

WHEREAS, two (2) contractors provided written quotes for a new trailer as per the attached;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to approve this expenditure with WNY Accessory Shop in the amount of $9,511.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign & approve this expenditure with WNY Accessory Shop.

11/10/2025
Consent

FINANCIAL IMPACT:

A1620.2600 | $9,511.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

MOTOR VEHICLE BILL OF SALE

Quote 1

DATE: 10/29/2025 NO.: TR320

BUYER INFORMATION:

TOWN OF AMHERST FACILITIES
5583 MAIN ST
BUFFALO, NY 14221
COUNTY: ERIE
HOME: CELL: 716-200-6851 WORK:
D.L./STATE ID #: STATE: NY EXP. DATE:
D.O.B.:

SELLER INFORMATION:

WNY ACCESSORY SHOP
6563 S TRANSIT RD
LOCKPORT, NY 14094
716-589-5020 Fax: 716-589-5056
DEALER FACILITY ID #: **7133550**
SALESPERSON: KYLE DEAN

VEHICLE INFORMATION: ☐ USED ☐ DEMONSTRATOR ☐ WHOLESALE ☐ JUNK ☐ SALVAGE

YEAR:	2026	COLOR 1: GRAY	VIN:	5WFBE1429TW154289	STOCK: TR3208
MAKE:	STEALTH	COLOR 2:	STYLE:	ALUMINUM	MILEAGE: 0
MODEL:	7X14+4 7K RAMP	BODY: TRL	TRANS:	AUTO CYL:	☐ Check if true mileage is unknown

Prior Use Certification (required by Vehicle and Traffic Law, section 417-a if the principal prior use of the vehicle were as a police vehicle, taxicab, rental vehicle, or driver education vehicle). The principal prior use of this vehicle was as: a police vehicle ____, a taxicab ____, a rental vehicle ____, or a driver education vehicle ____.

If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highway at the time of delivery. Used vehicle delivery date _____
The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

TRADE-IN INFORMATION:

VIN: COLOR: CYL:
MILEAGE: BODY: TITLE #:
BALANCE OWED TO:

BALANCE OWED: $ 0.00 GOOD THROUGH:
ALLOWANCE: $ 0.00 QUOTED BY:

REMARKS:

WARRANTY DISCLOSURE:

☐ **IMPLIED WARRANTIES ONLY** - this means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☒ **SOLD WITH WARRANTY** – This Vehicle comes with a dealer warranty, the details of which are specified in a separate warranty form. All repairs must be made in shops authorized by dealer. We do not warranty battery, clock, or radio.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
SPANISH TRANSLATION: GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.
Buyer Initials: ____ ____

SPECIAL NOTICE TO CONSUMER: IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

This agreement and the related documents that Buyer signs contemporaneously with this agreement, including any retail installment contract, contain the entire agreement between Buyer and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle.

SETTLEMENT

Vehicle Price	9,495.00
Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). **THIS IS NOT A DMV FEE.***	N/A
CASH PRICE	9,495.00
Gross Trade In Allowance	N/A
Less Payoff	N/A
Net Trade In Allowance	N/A
SUBTOTAL	9,495.00
Sales Tax	N/A
Title Fee	0.00
Registration Fee	N/A
Inspection Fee	6.00
NYS TIRE TAX TA:	10.00
TOTAL DUE	9,511.00
CREDIT DEPOSIT	N/A
CREDIT TOTAL DOWN PAYMENT	N/A
TOTAL CREDIT	0.00
☒ Cash ☐ Finance **BALANCE DUE**	9,511.00
FINANCE CHARGE	0.00
TIME BALANCE	9,511.00

*The **optional** dealer registration or title application processing fee ($175 maximum) and special plate processing fee ($5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. The annual fees to be assessed by the Department for cost of the plate are $_____.

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

I have read this agreement and agree to it. I certify that I am 18 years of age or older and acknowledge my receipt of a copy of this agreement.

X _____ 10/29/25
Accepted by Authorized Representative of Seller Date

X _____ 10/29/25
Buyer Date

X _____ N/A
Co-Buyer Date

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER

FZ-NY-BOS rev. 05/24

©202

Attachment: Trailer Quotes (RES-2025-956 : Purchase of New Trailer)

ESTIMATE

Jims Trailer World Inc
7785 State Route 31
Lyons, NY 14489-9116

jimstrailerworldinc@gmail.com
+1 (315) 946-5140

Cash Customer

Bill to
Town of Amherst Facilities Dept
Dan Rizzo
716-200-6851
drizzo@amherst.ny.us

Estimate details
Estimate no.: 1576
Estimate date: 10/16/2025

#	Product or service	Description	Qty	Rate	Amount
1.	J6001	2025 CarMate CM714V-HD, Black, +6, Ramp Door, 7000lbs, Galv Hardware, Plywood, .030 Screwless, .032 Roof, Primer/Paint, 95% USA, Vin#5A3C714DXSL001399	1	$9,000.00	$9,000.00
2.	Inspection	Sticker# Plate# Yr/Make	1	$6.00	$6.00
3.	Tire Fee	Waste Tire Management Fee	4	$2.50	$10.00
			Total		$9,016.00

Accepted date

Accepted by

Attachment: Trailer Quotes (RES-2025-956 : Purchase of New Trailer)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31117 **RESOLUTION 2025-957** **ADOPTED**

Senior Center Cafe Furniture Purchase CRS #5844

WHEREAS, the Facilities/Building Maintenance Department received a quote on September 9, 2025 to purchase furniture to support the Café Renovation at the Amherst Center for Senior Services; and

WHEREAS, MidCity Office Equipment provided a quote under NYS OGS Contract PC#70272.

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to proceed with the furniture purchase with MidCity Office Equipment in the amount of $7,208.80; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with MidCity Office Equipment; and

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Contract Routing System.

11/10/2025
Consent

FINANCIAL IMPACT:

KP2349.2100 | $7,208.8

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31096 **RESOLUTION 2025-958** **ADOPTED**

Budget Transfers Authorization

For November 10, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/30/2025

Re: Year End Budget Transfers

To facilitate the closing of year end 2025, I am requesting approval from the Town Board to move budgeted funds from accounts within the same department with department head approval without coming back to the Town Board for approval.

Additionally, I am requesting to include accounts such as health insurance, utilities, payroll, contingency, etc., within the current operating budgets of the Town within each Fund. This will allow us to prepare for the year-end audit.

This does not include budget amendments.

11/10/2025
Consent

FINANCIAL IMPACT:

No financial impact as this is reallocating already existing expenditure lines.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31107 **RESOLUTION 2025-959** **ADOPTED**

Budget Transfers and Amendments

For November 10, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/30/2025
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 – 2025

FROM:	***TO:***
KP2302.4972 30 S. Cayuga- Construction $400.00	KP2302.2100 Furniture $400.00
Requested per department.	
KP2222.4979 GPS & Drone- Contingency $1,076.00	KP2222.2550 Other Specialized Equipment $1,076.00
Requested per department.	
KP2506.4972 HWY Bldg- Construction $21,375.94	KP2506.2600 Other Equipment $21,375.94
Requested per department.	
A1230.4110 Eco Develop- Contractual $10,000.00	A1220.1000 Supervisor- Personal Svcs $14,027.59
A1220.4040 Travel $3,186.71	A1220.8030 FICA $1,073.12
A1220.4110 Contractual $1,914.00	
Requested per department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
N2523.02785 CDBG & VG- PI $6,947.20	N2523.4000 Contractual $6,947.20
N2530.02785 CDBG- PI Admin $1,736.80	N2530.1000 Personal Svcs $1,613.38
	N2530.8030 FICA $123.42
To recognize Community Development program income from 136 Fairgreen, Amherst.	
A3121.05001 Police- Refund of CY Exp $15,000.00	A3121.1200 Overtime $15,000.00
To recognize revenue received for services provided for the Task Force Grant.	
KP2529.03089 State Aid- $1,000,000.00	KP2529.4972 Construction Exp $1,000,000.00
To recognize revenue received for CRS 5899 from DASNY.	
N2555.02785 AMH Home- PI $23,570.19	N2555.4000 Contractual $23,570.19
N2554.02785 AMH Home Admin- PI $2,618.91	N2554.4003 10% Admin- $2,618.91
To recognize Community Development program income from 1615 Dodge, Amherst.	
N2550.02785 TON Home- PI $7,843.54	N2550.4000 Contractual $7,843.54
N2553.02785 TON Home Admin- PI $871.51	N2553.4003 10% Admin- $871.51

To recognize Community Development program income from 162 Lyndale, Tonawanda.

D5110.05001 Refund of CY Exp $1,292.00 D5110.4330 Resurfacing Materials $1,292.00
To recognize revenue received for repair work performed on behalf of police.

11/10/2025
Consent

FINANCIAL IMPACT:

See above.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31095 **RESOLUTION 2025-960** **ADOPTED**

Award Bid #2025037 Removal & Replacement of Dump Body - CRS #5905

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025037 Removal & Replacement of Dump Body; 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 Unicell; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Unicell.

11/10/2025
Consent

FINANCIAL IMPACT:

G9000-2250: $8,911.08

G9000-2600: $5,867.92

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

2025037 Removal and Replacement of Dump Body					
Low Bid			Vendor	STS Truck	Unicell
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION		
1	1	Each	Removal and Replacement of Dump Body on a 2009 Ford F-450 Super Cab 4x4	$ 19,448.00	$ 14,779.00
			NO ADDITIONAL CHARGES WILL BE CONSIDERED		
NOTES:					
STS Truck & Utility Trailer Sales of New York: Referenced NY State Contract #L3TGNTL3B4M3					

Attachment: Bid Tab Removal and Replacement of Dump Body (RES-2025-960 : Award Bid #2025037

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31097 **RESOLUTION 2025-961** **ADOPTED**

Award RFP #202506 Medicare Advantage Plan - CRS #5906

WHEREAS, proposals were received on August 28, 2025 for RFP #202506 Medicare Advantage Plan; and

WHEREAS, five (5) proposals were received and evaluated by Town representatives in consultation with the Town's Employee Benefits Consultant;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to United Healthcare Insurance Co.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with United Healthcare Insurance Co.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to have a new contract in place prior to January 1, 2026.

11/10/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Town of Amherst 2026 Medicare Advantage Market Analysis

Eff. 1/1/026	UnitedHealthCare		AETNA	Highmark	Univera	Independent Health
Plan Name	Custom Plan (NPPO)		PPO Copay Plan (Low)	PPO Copay Plan (Low)	PPO Copay Plan (Low)	PPO Copay Plan (Low)
Pricing	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Eligibility	480		480	480	480	480
Rates per month	$354.99	$473.90	$970.32	$580.00	$674.00	$629.00
$ Difference		$118.91	$496.42	$106.10	$200.10	$155.10
Percent Change		33%	105%	22%	42%	33%
Monthly Premium	$170,395	$227,472	$465,754	$278,400	$323,520	$301,920
Annual Premium	$2,044,742	$2,729,664	$5,589,043	$3,340,800	$3,882,240	$3,623,040

Notes:
1. Enrollment confirmed by UHC provided census on 6/25/2025
2. Dollar and percent figures on all proposed pricing is being compared to the renewal figures

Attachment: Town of Amherst 1.1.26 Medicare Advantage Market Analysis (RES-2025-961 : Award RFP

MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG BENEFIT GROUP AGREEMENT

This Medicare Advantage with Prescription Drug Benefit Group Agreement ("Agreement") is effective as of January 1, 2026 (the "Effective Date") between UnitedHealthcare Insurance Company ("United") and Town of Amherst, NY ("Group"). This Agreement covers the services United is providing to Group, either directly or in conjunction with one of United's affiliates. All defined terms shall be as described in this Agreement unless stated otherwise.

RECITAL OF FACTS

United is a Medicare Advantage plan sponsor certified by the Centers for Medicare & Medicaid Services ("CMS") to offer Medicare Advantage benefit plans.

Group is an employer or other entity which sponsors an employee welfare benefit plan and desires to provide a United Medicare Advantage Plan for its Eligible Retirees and their Eligible Dependents.

AGREEMENT

NOW THEREFORE, in consideration of the application of Group for the benefits provided under this Agreement and in consideration of the periodic payment of the Plan Beneficiary Premium on behalf of Members in advance as they become due, United agrees to provide Covered Services to Members subject to all terms and conditions of this Agreement.

SECTION 1 - DEFINITIONS

Centers for Medicare & Medicaid Services ("CMS") is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance is in addition to the Plan Beneficiary Premium.

Confidential Information includes without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information ("Rate Information") and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remains Confidential Information.

Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is covered by the Plan. Copayments are in addition to the Plan Beneficiary Premium.

Covered Services are the health care services and products covered pursuant to the current terms of the Plan. Covered Services include Medicare Part D eligible prescription drugs and drug products covered pursuant to the current terms of the Plan, in compliance with Medicare Laws and Regulations.

Eligible Dependent(s) is any person defined as a qualified dependent by Group, who meets all the eligibility requirements of Group and the Plan, and who is eligible to enroll in a plan under the Medicare Laws and Regulations and who permanently resides within the Service Area.

Eligible Retiree(s) is a former Group employee who has met the minimum required retiree participation conditions as determined by Group, who is eligible to enroll in a plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the Plan, and who permanently resides in the Service Area.

Attachment: United Healthcare Agreement 2025 (RES-2025-961 : Award RFP #202506 Medicare Advantage Plan - CRS #5906)

Proprietary Information of UnitedHealthcare Insurance Company

Enrollment is the enrollment of Group's Eligible Retirees and Eligible Dependents into the Plan by Group. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by United and by CMS, the execution of this Agreement by United and by Group, and the receipt of Plan Beneficiary Premium by United.

Evidence of Coverage ("EOC") is the document supplied by United and issued to Members disclosing and setting forth the health care benefits and terms and conditions of coverage of the Plan to which Members are entitled. The EOC is incorporated fully into this Agreement by reference.

Group is the single employer or other entity identified above.

Group Contribution is the amount of the Plan Beneficiary Premium applicable to each Member which is paid by Group.

Low Income Premium Subsidy ("LIPS") is a low-income subsidy provided to a LIPS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Plan that provides Part D prescription drug benefit coverage, as described in Medicare Laws and Regulations.

Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and as applicable the regulations implementing the Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the Plan.

Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the Plan.

Plan is the Medicare Advantage with prescription drug benefit plan described in this Agreement , subject to modification, amendment or termination pursuant to the terms of this Agreement and the Plan.

Plan Beneficiary Premium is an amount established by United to be paid to United by or on behalf of each Member enrolled in the Plan for coverage under the Plan. If the Plan provides coverage for prescription drugs, the Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed and billed to Member by the Social Security Administration to certain individuals with higher incomes. Member is responsible for the payment of IRMAA and if not paid, Member will be disenrolled from the Plan by CMS.

Service Area is a geographic area approved by CMS within which a Plan Member must permanently reside in order to enroll in the Plan.

SECTION 2 - ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and enrollment in Part B, and in consideration of United's receipt of any specified Plan Beneficiary Premium.

2.02 Submission of Eligibility List and Enrollment Information. Group shall submit Eligible Retirees and Eligible Dependents information (the "Group Eligibility List"), as communicated by United and consistent with CMS requirements. The Group Eligibility List is subject to modification by United based upon acceptance or rejection of Enrollment by United and CMS.

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to United by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. United may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations. If Group utilizes the group enrollment process to enroll its

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Eligible Retirees and Eligible Dependents in the Plan, Group will make available to its Eligible Retirees and Eligible Dependents the ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

2.02.02 Time of Enrollment. All Enrollment information shall be submitted by Group to United during the Open Enrollment Period. The EOC applicable to the Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retirees and Eligible Dependents may enroll in the Plan outside of the Open Enrollment Period.

Group acknowledges that any Enrollment information not received by United consistent with CMS timing requirements may be rejected by United or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. Group shall provide a written notice, prepared by United, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the Plan.

2.02.04 Enrollment Record Retention. Group's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to United). United's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets Group's eligibility requirements for participation in the Plan, Group and/or Member shall provide written notice to United of such Member's disenrollment from the Plan or Group shall provide notice via the monthly Group Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. Group shall notify United thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date Group submits the disenrollment notice.

In the case of a Member who no longer meets Group's eligibility requirements for participation in the Plan or in the case of termination of this Agreement in accordance with Section 6, Group will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through Group. Group will also advise such Member that the disenrollment action means the Member will not have coverage. If the Plan provides coverage for prescription drugs, the Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting Group's eligibility requirements, Group will send United notice of a Member's termination from the Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the Plan, United must receive a written notice signed by Member that complies with CMS requirements. In the event Group submits Member voluntary disenrollment via the Group Eligibility List, Group must include in the Group Eligibility List the date Member advised Group of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date Member advises Group of disenrollment or Member submits the Member's signed, written disenrollment notice. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.06 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

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Proprietary Information of UnitedHealthcare Insurance Company

2.07 Retroactive Adjustments to Enrollment. No retroactive adjustments may be made beyond ninety (90) calendar days for any enrollments or disenrollments of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in United's records at the time United calculates and bills for Plan Beneficiary Premium.

SECTION 3 - GROUP OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.01 Notices to Member. If Group or United terminates this Agreement pursuant to Section 6 below, Group shall promptly notify all Members enrolled through Group of the termination of their coverage in the Plan. Such notification will include any other plan options that may be available through Group. Group shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from United to Group, or from Group to United, at the Member's then current address. Group shall promptly provide United with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that United terminates Member's enrollment in the Plan for non-payment of Plan Beneficiary Premium or United's non-renewal of this Agreement, Members will receive notice of termination from United.

If United or Group makes any changes affecting Members' benefits or obligations under the Plan, including but not limited to, increasing the Plan Beneficiary Premium payable by Member, increasing Copayments or Coinsurance or reducing Covered Services, unless the change is to be communicated by United through the Annual Notice of Change process, the party promulgating the change shall promptly notify all Members enrolled through Group of the applicable change. If Group promulgates the change and is required to provide notice to Members, Group shall provide such notice by delivering to each Member a true, legible copy of the notice of the applicable change at the Member's then current address. When required by CMS, Group shall promptly provide United with a copy of any notice delivered to each Member, along with evidence of the date the notice was provided. United shall have no responsibility to Members in the event Group fails to provide the notices required by this Section 3.01.

3.02 Plan Beneficiary Premium. Plan Beneficiary Premium will be paid to United by the Due Date in accordance with Section 3.03 below. Group shall pay or ensure payment of any portion of Plan Beneficiary Premium for Members for which Group is responsible. Each Member is responsible for paying to United or Group, as applicable, any portion of Plan Beneficiary Premium for which he or she is responsible. When agreed by United and Group, United will bill each Member for Member's amount of the Plan Beneficiary Premium. United shall arrange for Covered Services under the Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

3.02.01 Late Enrollment Penalty. Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). The LEP is communicated to United by CMS upon confirmation of Member enrollment by CMS. In the event Member is assessed a LEP by CMS, United will bill the LEP directly to Group. Otherwise, upon Group's written authorization, United will bill the LEP directly to Member. In the case where United bills Member directly for Plan Beneficiary Premium, United will bill the LEP directly to the applicable Member.

3.03 Due Date. Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by Group and/or by Member, as applicable, to United on or before the first business day of the month for which the premium applies ("Due Date"). Failure to pay the Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the Plan in accordance with eligibility requirements as determined by the Group, the procedures set forth in the EOC and Medicare Laws and Regulations. For payments due from Group, United reserves the right to assess Group an administrative fee of five percent (5%) of the monthly premium prorated on a thirty (30)-day month for each day it is delinquent thereafter. This fee will be assessed solely at United's discretion. In the event that deposit of payments not made in a timely manner are received by United after termination of Group, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by United within twenty (20) business days of receipt, if United, in its sole discretion, does not reinstate Group.

3.04 Modification of Plan Beneficiary Premium and Benefits.

3.04.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

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3.04.02 Modification of Benefits or Terms. Covered Services as set forth in the EOC, as well as other terms of coverage under the Plan may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days' written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.05 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the Plan Beneficiary Premium is received by United are entitled to benefits under the Plan, and then only for the period for which such payment is received.

3.06 Adjustments to Payments. Any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the Plan Beneficiary Premium shall be automatically added to the Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects United's cost of operation can result in an increase in the Plan Beneficiary Premium, in an amount to be determined by United, as of the next available date of Plan Beneficiary Premium adjustment, as permitted by law.

3.07 Member/Marketing Materials. Group shall provide United with copies of any and all materials relating to the coverage available through the Plan that Group intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the Plan and/or United shall be subject to review and written approval by United prior to its distribution by Group. Group understands that the Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. Group agrees not to distribute such material prior to receipt of written approval of the material by United. Group shall assume all liabilities and damages arising from Group's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. Group also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes.

3.08 Employer/Union-Only Group Obligations. Pursuant to Medicare Laws and Regulations, Group acknowledges and agrees to comply with the following obligations with respect to the Plan:

3.08.01 Uniform Premium Requirements: Group may determine how much of a Member's Plan Beneficiary Premium Group will subsidize, subject to the following conditions in determining the Plan Beneficiary Premium subsidy:

a. Group can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;

b. Group cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and

c. Group cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.08.02 Low Income Subsidy: For all Plan Low Income Subsidy eligible individuals:

a. United will administer (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, United does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit United to directly refund the amount of the LIPS to the Member.

b. If the sum of Member's and Group's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and

c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary

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premium equal to or below the LIPS amount.

d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.

e. To enable United to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by United.

i. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.

ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.

iii. United will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.

iv. In order to collect and redistribute misappropriated LIPS disbursements made to Group, United reserves the right to bill Group who has received LIPS disbursements on behalf of Member due to incorrect attestation information.

f. United shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds $30, the amount distributed would likely cover multiple months. Group would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from United should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - RELATIONSHIPS OF AND BETWEEN PARTIES

4.01 Relationship of Parties. United is not the agent or representative of Group. Group is not the agent or representative of United.

4.02 Roles. United shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under Group's benefit plan. United shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to Group's benefit plan. This Agreement is a business transaction between two unrelated parties.

SECTION 5 - TERM OF AGREEMENT; RENEWAL PROVISIONS

The term of this Agreement shall be January 1, 2026 through December 31, 2026. This Agreement shall automatically renew for a one (1) year term on January 1st of each year, unless terminated as provided herein. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.04.

SECTION 6 - TERMINATION

6.01 Termination by Group. Group may terminate this Agreement by giving a minimum of sixty (60) calendar days written notice of termination to United, to allow processing time for United to notify Member with a minimum of twenty-one (21) calendar days advance notice of termination. Group termination shall always be effective on the last day of the month. Group shall continue to be liable for Plan Beneficiary Premium for all Members enrolled in this Plan through Group until the date of termination or, if later, the termination date indicated by CMS.

6.02 Termination by United.

6.02.01 This Agreement shall terminate, in whole or in part as the case may be, for one or more of the following events and notices of termination shall be sent by United within 90 (ninety) days of the effective date of termination, or as otherwise required by CMS.

a. termination or non-renewal of United's contract with CMS;

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b. termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable.

c. if United no longer issues the Plan or any group health benefit plans within the applicable market, as permitted by law;

d. if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement;

e. if Group no longer meets United's minimum contribution or participation requirements;

f. non-renewal of this Agreement by United at the end of the then current term.

g. in the event of a filing by or against the Group of a petition for relief under the Federal Bankruptcy Code,

h. any jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan, Group or United and such penalty is based on the services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other jurisdictions.

6.02.02 Termination for Nonpayment of Plan Beneficiary Premium. United may terminate this Agreement in the event Group or its designee, or Member fails to remit Plan Beneficiary Premium, including LEP, in full by the Due Date to United by giving written notice of termination of this Agreement to Group. Nonpayment of Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds and post-dated checks. Such notice shall specify that payment of all unpaid Plan Beneficiary Premium must be received by United within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this Plan shall automatically be terminated effective at the end of the month for which Plan Beneficiary Premium has been actually received by United, subject to compliance with notice requirements.

6.02.03 Termination for Breach. United may terminate this Agreement if Group breaches any term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after United sends written notice of such breach to Group. United's written notice of breach shall make specific reference to Group's action causing such breach. If Group fails to cure its breach subject to United's satisfaction within thirty (30) calendar days after United sends notice of such breach to Group, United may terminate this Agreement at the end of the thirty (30) day notice period.

6.02.04 Termination for Providing Misleading or Fraudulent Information. United may terminate this Agreement thirty (30) calendar days after United sends written notice to Group if Group provides materially misleading or fraudulent information to United in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

6.02.05 For Loss of Group's Office Location within Service Area. Group acknowledges that in the event of such change of Group's office location, a modification to Plan Beneficiary Premium may be necessary. In the event of a change of Group's office location, the parties shall negotiate any changes requested by either party to the Plan Beneficiary Premium. In the event that the parties are unable to reach agreement regarding modified Plan Beneficiary Premium, United may terminate Group upon thirty (30) calendar days' written notice prior to such termination.

6.03 Return of Prepayment Premium Fees Following Termination. In the event of termination by either party (except in the case of fraud or deception in the use of United services or facilities, or knowingly permitting such fraud or deception by another) , United will, within thirty (30) calendar days, return to Group the pro-rata portion of money paid to United which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to United. United's exercise of its termination rights under Section 6.02 above does not waive United's right to payment by Group for all coverage provided, including late fees as provided in Section 3.03 above.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.01 United Names, Logos and Service Marks. United reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. Group shall not use United's

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name, product names, symbols, logos, trademarks, or service marks or otherwise reference United in any form of publication or media without obtaining the prior written approval of United.

7.02 Assignment. Group may not assign this Agreement or any rights or obligations under this Agreement to anyone without United's written consent.

7.03 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

7.04 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut (without regard to the legislative or judicial conflicts of laws/rules of any state), except to the extent superseded by federal law.

7.05 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

7.06 Amendments. Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

7.07 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

7.08 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

7.09 Acceptance of Agreement. Group may accept this Agreement either by execution of this Agreement or by making its initial Plan Beneficiary Premium payment to United on or before the Effective Date. In the event acceptance of this Agreement is made with the initial payment of the Plan Beneficiary Premium, Group shall provide United with an executed copy of this Agreement within sixty (60) calendar days of such payment. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on the parties.

7.10 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

7.11 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.12 Superseding of Other Agreements. The Plan replaces and supersedes any previous Plan between United and Group.

7.13 Indemnification. The parties each agree to indemnify, defend and hold the other party, and its affiliates, harmless, and to accept all legal and financial responsibility for any liability (including reasonable attorneys' fees) arising out of its own failure to perform its material obligations as set forth in this Agreement, or under Medicare Laws and Regulations.

7.14 ERISA. United will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and applicable state laws. United is neither the plan administrator nor named fiduciary of the employee benefit welfare plan, as those terms are used in ERISA.

7.15 Confidential Information. Each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer

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the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Notwithstanding the foregoing, United's Rate Information cannot be disclosed to Group or to any third party without United's express written consent and, if required by United, a mutually agreed upon confidentiality agreement. Group may not sell, license, or grant any other rights to Confidential Information.

If Group needs access to United's Confidential Information, United, at its discretion, may allow Group to use United's Confidential Information subject to the following conditions:

(1) The information requested must relate to United's services under this Agreement;

(2) Group must give United reasonable advance notice and an explanation of the need for United's Confidential Information;

(3) It must be legally permissible for United to release such information;

(4) The release and use must be consistent with United's provider contractual obligations; and

(5) The release and use must be consistent with United's data use and release policies.

Such use is subject to the terms of this Agreement and as required by United, a mutually agreed upon confidentiality agreement.

If Group is subject to a Freedom of Information Act (FOIA) request and the request includes United's Confidential Information, Group will contact United prior to releasing any information and give United the opportunity to review, respond, and/or object to the FOIA request.

United also will provide reasonable access to information to an entity providing Plan administrative services to Group, such as a consultant or vendor, if Group requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Group demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

Group is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of Protected Health Information, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

7.16 Mediation and Arbitration. The parties will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within thirty (30) calendar days following the date one party sent written notice to the other party, and if any party wishes to pursue the dispute, the pursuing party may request non-binding mediation, within ninety (90) calendar days following the date one party sent written notice to the other party, facilitated by a third-party neutral mutually agreeable to both parties. The mediation shall be held in Minnesota. If agreement is not reached at the mediation, the pursuing party may submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute, and no dispute may be initiated before the pursuing party submits to non-binding mediation. Any arbitration proceeding under this Agreement shall be conducted in Minnesota. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages and shall be bound by controlling law. Each party shall be responsible for its own costs, including attorneys' fees, incurred in connection with any arbitration. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies. Notwithstanding the provisions of this Section 7.16, if any party would reasonably suffer irreparable and immediate injury as a result of another party's breach or violation of any provision of this Agreement for which there would be no adequate remedy at law, such party may seek preliminary and other injunctive relief against any such breach or violation in a court having jurisdiction over the parties and the subject matter of the dispute.

Attachment: United Healthcare Agreement 2025 (RES-2025-961 : Award RFP #202506 Medicare Advantage Plan - CRS #5906)

7.17 Protected Health Information Certification. In executing this Agreement, Group certifies that as plan sponsor it has in place appropriate Plan documents necessary to demonstrate compliance with applicable privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA"). The Group further certifies that its Plan documents meet the following requirements: (a) Plan documents describe employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description; (b) restrict the access to and use by such employees and other persons described in the above to the plan administration functions that the Plan Sponsor performs for the group health plan; (c) provide an effective mechanism for resolving any issues of noncompliance by persons described above with the plan document provisions required by law; and (d) the Plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the plan sponsor will safeguard and limit the use and disclosure of protected health information that the plan sponsor may receive from United to perform the plan administration functions.

Specifically, the plan sponsor will:

a. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;

b. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from United, agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;

c. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;

d. Report to United any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

e. Make available protected health information in accordance with 45 CFR §164.524;

f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;

g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from United available in response to an inquiry from United or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;

i. If feasible, return or destroy all protected health information received from the United that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Attachment: United Healthcare Agreement 2025 (RES-2025-961 : Award RFP #202506 Medicare Advantage Plan - CRS #5906)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Town of Amherst, NY
5583 Main Street
Amherst, NY 14221

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

UnitedHealthcare Insurance Company
185 Asylum Street
Hartford, CT 06103-3408

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

Attachment: United Healthcare Agreement 2025 (RES-2025-961 : Award RFP #202506 Medicare Advantage Plan - CRS #5906)

Proprietary Information of UnitedHealthcare Insurance Company

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31118 **RESOLUTION 2025-962** **ADOPTED**

Award OGS Mini Bid #2025052 (2) Chevy Silverado 2500 HD's - CRS #5915

WHEREAS, the Contract Compliance and Administration Department issued Mini-Bid #2025052 through NYS OGS for the purchase of two (2) 2025 Chevrolet Silverado 2500 HD pickup trucks with accessories; and

WHEREAS, bids were received from four (4) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to G and H Auto Group DBA Mohawk Chevrolet for their low bid of $100,402.10; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with G and H Auto Group DBA Mohawk Chevrolet; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that we only have 10 days to award a mini bid and the next Town Board meeting is not until December 1, 2025.

11/10/2025
Consent

FINANCIAL IMPACT:

KP2410-2250; $100,402.10

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Rank	Total Quantity	Chassis Make & Model	Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Vehicle)	NYS Base Price (MSRP)	NYS Base Price (After Discount)	Aftermarket Components Price	Total Price per Vehicle	Grand Total Price for Mini-Bid	Built to Specification or Pre-Existing Inventory	Estimated # of days if built to spec	Notes
1	2	2025 Chevrolet Silverado 2500 Extended Cab WT	CK20753	2025052	G AND H AUTO GROUP DBA MOHAWK CHEVROLET	PC69382	13.65%	$53,200.00	$45,938.20	$4,362.85	$50,201.05	$100,402.10	Pre-Existing	N/A	Exterior - Summit White, Interior - Jet Black
2	2	2025 Chevrolet Silverado 2500 HD Double Cab 149' Work Truck	CK20753	2025052	Joe Basil Chevrolet, Inc.	PC68942	13.30%	$54,325.00	$47,099.78	$3,457.00	$50,556.78	$101,113.56	Pre-Existing	N/A	Exterior - Summit White, Interior - Jet Black
3	2	2025 Chevrolet Silverado 2500HD	CK20753	2025052	DeNooyer Chevrolet, Inc	PC69048	14.91%	$53,815.00	$45,791.18	$5,695.00	$51,486.18	$102,972.36	Pre-Existing	N/A	Exterior - Summit White, Interior - Black
N/A	2	2026 Chevrolet 2500HD 4x4	CK20753	2025052	DeNooyer Chevrolet, Inc	PC69048	13.96%	$55,225.00	$47,515.59	$3,995.00	$51,510.59	$103,021.18	Built to Specification	75	Disqualified, built to spec is not accepted for this mini bid.
N/A	2	2026 Chevrolet Silverado 2500HD Double Cab WT	CK20753	2025052	Cappellino Chevrolet Inc	PC68926	14.50%	$55,225.00	$47,218.38	$2,425.00	$49,642.38	$99,284.76	Built to Specification	90-120 ARO	Disqualified, built to spec is not accepted for this mini bid.
												$0.00			
												$0.00			
												$0.00			
												$0.00			
												$0.00			

Late Bids Received for Mini-Bid

Mini-Bid #	Contractor		Contract #	Date/Time Bid Arrived

Attachment: 2025052 Mini Bid - Bid Tab (RES-2025-962 : Award OGS Mini Bid #2025052 (2) Chevy

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 31133 **RESOLUTION 2025-963** **ADOPTED**

Community Benefit Agreement Between the Green's Luxury Apartment LLC. & the Town of Amherst- CRS #5924

Please authorize the Town Supervisor to sign the Community Benefit Agreement between The Town of Amherst and The Green's Luxury Apartments LLC to construct the Concessions/ Restroom Building at The North French Soccer Complex located at 1681 North French Road, Getzville, New York 14068, pending successful completion of the contract routing process.

11/10/2025
Consent

FINANCIAL IMPACT:

N/A

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment: Community Benefit Agreement-Green Org- FINAL.11.10.2025 (RES-2025-963 : Community Benefit Agreement- Tthe Green's Luxury

COMMUNITY BENEFIT AGREEMENT

This Community Benefit Agreement ("***Agreement***") dated as of November ___, 2025 is entered into by and among **The Green's Luxury Apartments LLC,** a New York corporation having its principal office at 6465 Transit Road, East Amherst, New York 14051 (the "***Company***"), and **the Town of Amherst, New York**, 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 an application to the Town of Amherst Industrial Development Agency (the "***AIDA***") requesting the AIDA to undertake a certain project (the "***Project***") consisting of (i) the acquisition of a leasehold interest in certain property located at 3315-3333 Millersport Highway in Amherst, New York (SBL No. 28.17-1-1.1); (ii) the construction of five, three-story multi-family apartment buildings consisting of an aggregate of 214,000 +/- square feet that will include 162 apartment units, twenty percent (20%) of which apartment units will be designated for workforce housing, and all related site improvements (collectively, the "***Improvements***"); and (iii) the acquisition and installation thereon and thereabout of certain machinery, equipment, and related personal property; and

WHEREAS, in a resolution dated October 18, 2024, the AIDA's Board of Directors approved certain financial assistance to be provided in connection with the Project, including (i) an exemption from sales and use taxes for building materials and machinery, equipment, fixtures, and furnishings purchased for incorporation into or use at the Project location having a total cost not to exceed $16,000,000.00; (ii) an exemption from mortgage recording taxes for one or more mortgages having a principal amount not to exceed $32,000,000.00; and (iii) an abatement from real property taxes in accordance with the AIDA's ten (10) year payment in lieu of taxes schedule (collectively, the "Financial Assistance"); and

WHEREAS, in addition to any other covenants, obligations, and agreements which may be required by the AIDA, the provision of the 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, the Company has agreed, at its sole cost and expense, to construct a concessions building at the North French Soccer Complex located at 1681 North French Road, Getzville, New York 14068 (the "***Concessions Building***"); and

WHEREAS, the construction of the Concessions Building has been determined by the AIDA to constitute a Material Factor; and

WHEREAS, the Town recognizes the benefits the Concession Building provides to the local, affected community in connection with the 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 Concessions Building, which shall be an approximately 1,400 square foot field house with an approximately 10' x 67' covered patio, including restrooms, concession space, and storage. The Concessions Building shall be constructed in accordance with the Town provided design and specifications and shall meet all municipal and governmental requirements. It is understood and agreed that the Company shall comply with all NYS and Federal Wage and hour standards, including prevailing wages, if applicable.

   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 March 1, 2026. In accordance with the terms of the AIDA's provision of the Financial Assistance, construction of the Concessions Building must be completed no later than the completion of the Project, but not later than December 31, 2026.

   c. The Company shall provide all funding for the construction of the Concessions Building.

   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 Concessions Building and the installation of landscaping within five (5) feet of the exterior of the Concessions 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 Town-provided design and specifications before procurement. The Town will review and determine if any "or equal" materials/equipment substitutions shall be approved for use prior to procurement..

   f. The Company shall ensure that no liens, Mechanics or otherwise, are encumbered against the property at 1681 North French Road relative to any work performed by the Company in construction of the Concessions Building and shall, within fifteen (15) business days of notice of the filing of any lien have same removed and or bonded to the mutual satisfaction of the Town.

2. **Obligations of the Town**

   a. The Town shall fully design and engineer the Concessions Building, using the existing Central Amherst Little League concession/restroom building as a model. The Town shall provide construction-ready design documents stamped by an architect or engineer to the Company for its use.

   b. The Town shall secure all necessary regulatory approvals for the Concession Building, exclusive of building permits.

Attachment: Community Benefit Agreement-Green Org- FINAL.11.10.2025 (RES-2025-963 : Community Benefit Agreement- Tthe Green's Luxury

c. The Town shall, at its own cost and expense, install all required sanitary, storm and water utility lines and related improvements to within five (5) feet of the exterior walls of the Concessions Building so as to allow for the Company to connect them to the Concession Building. The Town shall use best efforts to coordinate the timing of such installation with the Company so as not to disrupt the Company's construction schedule.

d. 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.

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

f. The Town shall waive all Building Permit Application fees for the Concessions Building.

g. Following completion of construction and the issuance of a certificate of occupancy, the Town shall assume all responsibility for the Concessions 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.

5. 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:

The Green's Luxury Apartments LLC
6465 Transit Road
East Amherst, New York 14051

Attachment: Community Benefit Agreement-Green Org- FINAL.11.10.2025 (RES-2025-963 : Community Benefit Agreement- Tthe Green's Luxury

Attachment: Community Benefit Agreement-Green Org- FINAL.11.10.2025 (RES-2025-963 : Community Benefit Agreement- Tthe Green's Luxury

And to the Company's Attorney:

Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
35 California Drive
Williamsville, New York 14221

Town:

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

And to the Amherst Town Attorney:
30 South Cayuga Road
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.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of November, 2025.

THE GREEN'S LUXURY APARTMENTS LLC

SIGNATURE: _____

NAME: Matthew J. Green
TITLE: Member_____
DATED: _____

THE TOWN OF AMHERST

SIGNATURE: _____

NAME: BRIAN J. KULPA_____
TITLE: TOWN SUPERVISOR_____
DATED: _____

Attachment: Community Benefit Agreement-Green Org- FINAL.11.10.2025 (RES-2025-963 : Community Benefit Agreement- Tthe Green's Luxury

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 31147 **RESOLUTION 2025-964** **ADOPTED**

Piggyback Erie County Salt Contract CRS #5935

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the Erie County Contract with COMPASS MINERALS, INC. for road salt materials, Bid #250130-004 for the period 9/1/2025 to 8/31/2026 for 10,000 tons.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract (CRS #5935) which is subject to the Contract Routing System.

11/10/2025
Consent

FINANCIAL IMPACT:

$57.79 Per Ton

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

COUNTY OF ERIE

DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NY 14202

Bid for Road Salt Materials and Sand for use
By Erie County Department of Public Works
Division of Highways

Submitted in accordance with New York State Specifications
For the period September 1, 2025 – August 31, 2026

BID #250130-004

Attachment: ERIE COUNTY - BID 250130-004 - ROAD SALT (RES-2025-964 : Piggyback EC Contract CRS #5935)

	Compass Minerals	
SALT PRICE PER TON	SPECIFIED SALT	
$53.00 PER TON		
		DELIVERY CHARGE:
PLACE	# OF TONS	COST PER TON
ERIE COUNTY ALL FACILITIES	20,000	$4.79
CITY OF BUFFALO	16,500	$4.79
BUFFALO SEWER AUTHORITY	100	$4.79
AKRON CENTRAL SCHOOL DISTRICT	70	$4.79
VILLAGE OF AKRON	500	$4.79
TOWN OF ALDEN	2,500	$4.79
VILLAGE OF ALDEN	400	$4.79
TOWN OF AMHERST	10,000	$4.79
VILLAGE OF ANGOLA	500	$4.79
TOWN OF AURORA	2,300	$4.79
VILLAGE OF BLASDELL	360	$4.79
TOWN OF BOSTON	2,200	$4.79
TOWN OF BRANT	700	$4.79
TOWN OF CHEEKTOWAGA	8,500	$4.79
CHEEKTOWAGA-MARYVALE U.F.S.D	120	$4.79
TOWN OF CLARENCE	3,000	$4.79
TOWN OF COLDEN	1,000	$4.79
TOWN OF COLLINS	1,900	$4.79
TOWN OF CONCORD	1,500	$4.79
VILLAGE OF DEPEW	1,300	$4.79
VILLAGE OF EAST AURORA	700	$4.79
TOWN OF EDEN	1,100	$4.79
TOWN OF ELMA	3,500	$4.79
ERIE COMMUNITY COLLEGE	300	$4.79
ERIE COUNTY MEDICAL CENTER	600	$4.79
ERIE COUNTY WATER AUTHORITY	80	$4.79
TOWN OF EVANS	1100	$4.79
VILLAGE OF GOWANDA	600	$4.79
TOWN OF GRAND ISLAND	5,000	$4.79
TOWN OF HAMBURG	6,500	$4.79
VILLAGE OF HAMBURG	1000	$4.79

Attachment: ERIE COUNTY - BID 250130-004 - ROAD SALT (RES-2025-964 : Piggyback EC Contract CRS #5935)

the bid. Further, at any time as deemed necessary by Erie County or a participating municipality, a visual inspection of the facility to ensure the anti-caking agent is being added will be made.

Quantities:

The quantity specified by each municipality represents 100% of their requirement for the season. The season is September 1, 2025 through August 31, 2026. The municipal participants in this purchase agreement are obligated and guarantee to purchase only 70% of their specified quantity. The successful vendor is obligated and guarantees to furnish and deliver up to 130% of the named quantity.

If the total quantity ordered exceeds the participating municipality's estimated annual tonnage by 130% during the initial term of the contract, the successful bidder shall still continue to stock and sell Sodium Chloride Salt to the participating municipality. The successful bidder, however, may request in writing a price adjustment for future deliveries based on incremental out-of-pocket expenses incurred by the successful bidder. If a price adjustment is to be requested, the successful bidder shall issue written notice to the participating municipality within 24 hours after the municipality reaches 120% of its estimated tonnage. Any increase in price will apply only to that portion of an order that exceeds the 130% percent of the estimated tonnage. The successful bidder shall provide complete documentation to justify the increase. Only one such price increase shall be allowed and it shall be uniform for all members of this bid.

Municipality	Quantity (Tons)
Erie County (all delivery points throughout the county)	20,000
City of Buffalo	16,500
Buffalo Sewer Authority	100
Akron Central Schools	70
Village of Akron	500
Town of Alden	2,500
Village of Alden	400
Town of Amherst	10,000
Village of Angola	500
Town of Aurora	2,300
Village of Blasdell	360
Town of Boston	2,200
Town of Brant	700
Town of Cheektowaga	8,500
Cheektowaga-Maryvale U.F.School District	120
Town of Clarence	3,000
Town of Colden	1,000
Town of Collins	1,900
Town of Concord	1,500
Village of Depew	1,300
Village of East Aurora	700
Town of Eden	1,100
Town of Elma	3,500
Erie Community College	300

Attachment: ERIE COUNTY - BID 250130-004 - ROAD SALT (RES-2025-964 : Piggyback EC Contract CRS #5935)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 31148 **RESOLUTION 2025-965** **ADOPTED**

Purchase of Two Tilt Trailers

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of two (2) FELLING FT-3 DDPT Single Axle Tilt Bed Trailers.

The purchase is from Baschmann Services, Inc., 1101 Maple Road, Elma, NY 14059 for two (2) units times $6,845.04 each, equaling $13,690.08 which will be paid from fund A7110.2600.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes this purchase.

Thank you.

11/10/2025
Consent

FINANCIAL IMPACT:

A7110.2600 $13,690.08

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Baschmann

FELLING TRAILERS, INC.
1525 Main Street South, Sauk Centre, MN 56378
Phone: 800-245-2809 – www.felling.com

ISO 9001 Certified Quality Management System • WBENC-Certified WBE | THE TRAILER EXPERTS - SINCE 1974

certified WBENC WOMEN'S BUSINESS ENTERPRISE

1700-G

Reference No: 275457TJW

ATTENTION: Bob Tracy

Contract Quote Valid for 30 Days

Ship To:
Town of Amherst Highway

Phone:

Bill to:
Baschmann SVC Inc.
P.O. Box 320
Elma, 14059

Customer Unit/Stock:
Phone:
716-655-1101

PO#		Sales Person	Terry Wojick	Appx Completion	25 (weeks)
Quote Date	09/23/2025	Contract Discount	12%	Other Charge	
Order Date		Felling Contract	Sourcewell - 092922-FTS	Product ID	FT-3 DDPT Drop Deck - Tilt
Order Status	Quote	Addtl Disc/Terms	Net Due 30 Days	Serial No	

Shipping Notes:

Notes: Town of Amherst Highway

Drawing No:

Copy No:
Part No:
MRP No:
Smart No: 51015

OVL Length: 15

Appx Wgt +/-:
1,100 lbs

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-3 DDPT		Each	0	$6,858.00
Deck Length		Add Tilt Deck Length		Feet	10	$0.00
Frame Type		Pan Style with 8" Sides		Std	1	$0.00
Deck Type		Pressure Treated Wood		Std	1	$0.00
Appx Deck Height		14" Loaded, 16" Unloaded		Inches	1	$0.00
Width		97" OD, 74" ID		Std	1	$0.00
Tie Downs		D-Rings, 5/8" Straight		Each	4	$0.00
Tie Downs		Corner Ties		Std	2	$0.00
Brakes		No Brakes		Std	1	$0.00
Axles		3.5K, Drop		Std	1	$0.00
Axles, Acc		EZ-Lube Hubs		Std	1	$0.00
Suspension		Spring		Std	1	$0.00
Tires & Wheels		ST205/75R 15 C, 5 Bolt [15 x 5] Mod		Std	2	$0.00
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5	$0.00
Hitch Type		2 5/16" Ball Adjustable, [B] 21,000 lb Plate Mount		Std	1	$0.00
Jack		7K Drop Leg ** Top Wind **		Std	1	$0.00
Plug		4 Flat		Std	1	$0.00
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1	$0.00
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1	$0.00
Standard		24" Approach Plate		Std	1	$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	$0.00
GVWR		2,900 lbs		Std	1	$0.00

Attachment: Tilt Trailer Information (RES-2025-965 : Purchase of Two Tilt Trailers)

FELLING TRAILERS, INC.
1525 Main Street South, Sauk Centre, MN 56378
Phone: 800-245-2809 – www.felling.com

ISO 9001 Certified Quality Management System • WBENC-Certified WBE | THE TRAILER EXPERTS ~ SINCE 1974

certified WBENC WOMEN'S BUSINESS ENTERPRISE

1700-G

3 YEAR PAINT WARRANTY

MSO's are not released until Payment Received

FOB IF NO FREIGHT charged

LIMITED LIFETIME WARRANTY

Standard List Price:	**$6,858.00**
Contract Discount:	**$768.96**
Sub Total:	**$6,089.04**
Net Cost:	**$6,089.04**

** FET Tax may apply on 26,000 lb GVWR and above **

State and Local taxes may not be reflected in quoted price

Please sign and date your acceptance of this quote:

Contract Freight:	**$756.00**
Offload/Set Up Fee:	
Applicable Taxes/Fees:	
Tariff Surcharge:	**$0.00**
TOTAL U.S.D.	**$6,845.04**

*** Tariff charges apply to some equipment with foreign components and costs are determined by the equipment composition of those imported components and geographic location. To ensure transparency, tariff costs are listed as separate line items on the invoices provided to the purchasing agency independent of the published pricing ***

Attachment: Tilt Trailer Information (RES-2025-965 : Purchase of Two Tilt Trailers)

TOWN OF AMHERST HIGHWAY DEPARTMENT - QUOTES FOR THE PURCHASE OF TWO FT-DDPT TILT TRAILERS

QUOTE FROM	DESCRIPTION	TOTAL $	
TRACEY ROAD	TWO (2) FT-# DDPT - NEW TILT TRAILERS	$ 7,838.00	
BASCHMANN	TWO (2) FELLING FT-# DDPT - NEW TILT TRAILERS	$ 6,845.04	WINNING BID
PAYNE'S TRAILER SALES	TWO (2) FT-# DDPT - NEW TILT TRAILERS	$ 13,012.00	

Attachment: Tilt Trailer Information (RES-2025-965 : Purchase of Two Tilt Trailers)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 31150 **RESOLUTION 2025-966** **ADOPTED**

Piggyback NYS OGS Salt Contract CRS #5938

BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials Award #23409, Contract #PC70874 for the period 9/12/25 to 8/31/26 for 5,000 tons at $57.75.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5938) and the approval of the Town Attorney.

11/10/2025
Consent

FINANCIAL IMPACT:

$57.75 Per Ton not to exceed $288,750

D5142: 4350

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

An official website of New York State.
Here's how you know

Office of General Services

Session Time Left: 00:19:11

Office of General Services
Procurement Services

38th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 | https://ogs.ny.gov/procurement | ogs.sm.customer.services@ogs.ny.gov | 518-408-1140

Close Page

Road Salt

Print Page...

Contract Period 2025 - 2026

This is your Confirmation Page. PRINT or SAVE this page for your records.
Your entity will not receive any other form of confirmation of filing from OGS.
The information related to filed requirements will be published to the OGS website via the Delivery Schedule once the contract is effective.
Note: If this Confirmation Page is blank or missing information please go back to the beginning and resubmit the filed requirement information again.
If you still have a problem call OGS Procurement Customer Services at 518-408-1140.

Your Salt Information Entered

Total Seasonal Quantity Entered (In Tons): 5000

Delivery Restriction:Please Deliver to Highway salt barn Hours 7AM-3PM

Your Customer Account Information

Agency Mailing Name:TOWN OF AMHERST
Agency Mailing Address 1:5583 MAIN STREET
Agency Mailing Address 2:
City:AMHERST
Zip:14221

Your Ordering Agency Information

Ordering Agency:TOWN OF AMHERST
Authorized Person:Vianne Uthman
Telephone:716-631-7261
Email:vuthman@amherst.ny.us
Title:Purchase Agent
Fax:716-631-7265

Your Delivery Point Information

Delivery ID:4025
Name of Delivery Point:Town of Amherst - Highway Dept.
Street Address:1042 North Forest Rd.
City:Williamsville
Zip Code:14221
Total Storage Capacity:5000
Delivery Site Contact:Jim Spence
Delivery Site Phone # :716-631-7117

4/21/2025 9:20:11 AM

Office of General Services

CONNECT WITH US

Attachment: NYS OGS - Salt Contract (RES-2025-966 : NYS OGS Salt Contract CRS #5938)

NEW YORK STATE | **Office of General Services**
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group – Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)** **Classification Code(s): 12**
Award Number	:	**23409** **(Replaces Award 23358)**
Contract Period	:	**September 12, 2025 - August 31, 2026**
Bid Opening Date	:	**July 24, 2025**
Date of Issue	:	**September 15, 2025**
Specification Reference	:	**As Incorporated in the Invitation for Bids**
Contractor Information	:	**Appears starting on Page 4 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Jamison Tamer Title : Contract Management Specialist 1 Phone : 518-473-2663 E-mail : Jamison.Tamer@ogs.ny.gov	**Procurement Services Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2.

These are filed requirement contracts which require the Authorized User to purchase 50% of their filed requirement.

Automatic price increase becomes effective once deliveries exceed 120% of the Authorized User's filed requirement.

There are MBE and WBE participation goals totaling 10% in New York State on this contract.
There are 0% SDVOB participation goals.

PR # 23409

(continued)

Attachment: NYS OGS - Salt Contract (RES-2025-966 : NYS OGS Salt Contract CRS #5938)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing
Contract Term: September 12, 2025 - August 31, 2026

AWARD	CONTRACT	COUNTY	CONTRACTOR	PRICE PER T	SALT TYPE
23409	PC70875	DELAWARE	Apalachee LLC	$75.00	Rock
23409	PC70875	DUTCHESS	Apalachee LLC	$75.00	Rock
23409	PC70874	ERIE	American Rock Salt Co LLC	$57.75	Rock
23409	PC70875	ESSEX	Apalachee LLC	$83.00	Rock
23409	PC70878	FRANKLIN	Compass Minerals America Inc	$75.77	Rock
23409	PC70875	FULTON	Apalachee LLC	$72.00	Rock
23409	PC70874	GENESEE	American Rock Salt Co LLC	$62.94	Rock
23409	PC70875	GREENE	Apalachee LLC	$69.00	Rock

Attachment: NYS OGS - Salt Contract (RES-2025-966 : NYS OGS Salt Contract CRS #5938)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31122 **RESOLUTION 2025-967** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (2 positions). Effective November 11, 2025, Temporary, $16.10 ph, Step 3 for Isabella Klein and Joshua Gawron.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31127 **RESOLUTION 2025-968** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective November 12, 2025 at an hourly rate of $18.96, Grade 3 Step A for Jeffrey Rexinger.

Contingent upon completing all pre-employment requirements.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31111 **RESOLUTION 2025-969** **ADOPTED**

To Authorize the Supervisor to Execute a Contract with General Code - to Update Chapter 203 (Zoning) of the Town of Amherst Town Code with Enhanced Graphics (CRS #5896)

WHEREAS, General Code serves as the sole source provider for updates to the Town Code as well as the maintenance of the electronic web-based version of the Code; and

WHEREAS, the Town of Amherst has utilized the services of General Code since 1963; now

THEREFORE BE IT RESOLVED, that subject to successful completion of the contract review process, the Amherst Town Board hereby authorizes the Supervisor to execute a new contract with General Code to update Chapter 203 (Zoning) of the Town of Amherst Town Code.

11/10/2025
Consent

FINANCIAL IMPACT:

Funds are available as follows:

- $1,775.00 in Account A8020-4090
- $1,775.00 in Account A8020-4110
- $5,000.00 in Account A1410-4000

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Consultant Minor Exposure Addendum to Contract

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 Consultants 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, Consultant 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 Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant 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: Consultant 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: Consultant 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) Consultant shall furnish the above insurances, including sub-Consultants' 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) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

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 Consultant 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 Consultant 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 Consultant, in accordance with its status as an independent Consultant, 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, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

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:

General Code, LLC
Print Name of Company

By: Cristina LoVerde (Oct 16, 2025 14:55:46 EDT)
Signature

_Cristina LoVerde_____
Printed name

Date: 10/16/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

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: General Code, LLC

Signature: Cristina LoVerde (Oct 16, 2025 14:55:06 EDT)

Print Name: Cristina LoVerde

Title: VP of Client Engagement

Date: 10/16/2025

CLAUDIA M. ZUCH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZU6108353
Qualified in Monroe County
Commission Expires April 19, ~~2026~~ 2028

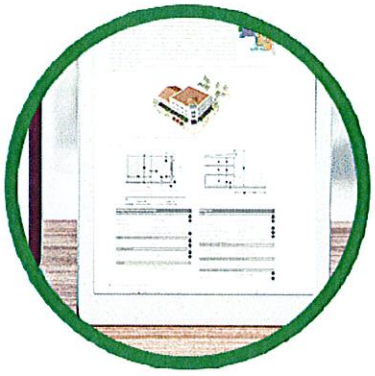
Sworn To Before Me This
16th Day of October, 2025
Claudia M. Zuch
Notary Public

Revised 4.2017

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

GENERAL CODE







Enhanced Graphics Proposal

PREPARED FOR:

Town of Amherst, New York

PREPARED BY:
TODD METCALFE
CODIFICATION ACCOUNT MANAGER
tmetcalfe@generalcode.com
800.836.8834

DATE:
May 27, 2025
(Valid for six months)

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

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eCode360® MapLink™ powered by ZoningHub™ 8

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Executive Summary

Situation Analysis

Based on discussions with the Town of Amherst, General Code® understands that the Town would like to support economic growth and serve the public by presenting an online Chapter 203, Zoning, with a graphically rich, recently adopted Section 5A, Mixed Use Districts, that is clear, easy to understand and always up to date, making it easier for business and property owners, planners, developers, and constituents to access the Town's Zoning.

Our Solution

Enhanced Graphics offers zoning specific features like integrated tables, multicolumn layout options, searchable image captions, color coding, and high-quality graphics to create an easy-to-use Zoning Ordinance that is visually impactful, simple to maintain and accurately presented in our flexible online platform, *eCode360*.

Our *Enhanced Graphics* solution for Amherst includes:

- **Code Analysis and Editorial Work**
  This process will identify conflicts, redundancies, and inconsistencies in the Zoning Section 5A and incorporate the necessary revisions to ensure that your Code is enforceable and up to date.
- **Enhanced Publishing Services**
  Your Zoning Section 5A will be published with enhanced media tools designed specifically to accommodate graphically rich Codes.
- **Updated *eCode360* and 17 Print Supplements**
  We will seamlessly integrate your *Enhanced Graphics* Zoning Section 5A with the rest of your Code, housed in *eCode360*. We will also provide you with 17 copies of your updated Zoning Section 5A to be included in your printed Code.

Amherst's Investment

A detailed breakdown of the investment and available options can be found on page 6.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Recommended Solution for Amherst

The visual presentation of your Zoning Ordinance is an important factor in the way your community understands and uses the Town's graphically rich Zoning regulations. Knowing this, we created our *Enhanced Graphics* solution, which is designed to incorporate — and, when necessary, enhance — custom graphics, images and tables. Without sacrificing design integrity, your Zoning material will be housed on our innovative *eCode360* platform. Additionally, as your Zoning Ordinance is amended, our team of codification experts can make timely, accurate updates, ensuring that the current version of your Code is always available to your community.

Enhanced Graphics Benefits

Table Support — We keep tables integrated within your Zoning Ordinance so that users can easily view them in context. By enhancing tables when needed, we can keep them legible, functional and consistent throughout your Code.

Multicolumn Layout — We support a multicolumn layout approach where it makes sense to keep content within a proper section and in close proximity to relevant images. This eliminates the need to jump back and forth between pages to find information.

Searchable Image Captions — Rather than being static elements, image captions are fully searchable—just like the rest of the online Code. This means that words or phrases contained in the caption will appear in your search results.

Color Coding — Color coding is used primarily as a navigational aid. Strategically used in section headers, maps, tables and other elements of your online code, color coding promotes a clear, organized Code structure and serves as a strong visual cue that connects related content and images. This helps the reader easily peruse the Code without confusion.

High-Quality Graphics — We seamlessly integrate high-resolution charts, maps and illustrations with relevant content in your Code to enhance the overall clarity and usability. Once you click on a graphic, an enlarged, high-res version will open that is detailed and easy to read.

Custom Solutions — Every community is unique, so it is important that your originality is fully reflected in your online Zoning Ordinance. Our proprietary *eCode360* platform allows us to accommodate all special requests you may have so that your Zoning Ordinance is a carefully crafted solution that meets your community's unique needs.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Our recommended solution includes the following services from *General Code*:

Code Analysis and Editorial Work

The Code Analysis and Editorial Work will include the following:

- Project management of the supplement
- Review of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Table of Contents, schemes, histories, tables, charts, Index, Disposition List, etc.
- Review of statutory citations
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the Town for resolution prior to publication
- Insertion of cross-reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages

Enhanced Publishing Services

Using the source materials described on page 5, we will publish your Zoning Ordinance with enhanced tools designed specifically to accommodate graphically rich Codes. As a part of the process, our publishing production team will convert your Zoning Ordinance into our specialized Code database that will enable it to be output in print and posted online in *eCode360*. The work effort for this conversion will depend on the design, complexity, accuracy, completeness and overall size of the documents that are supplied to *General Code*.

Deliverables

Updated *eCode360* Online Code

General Code will update the Town's *eCode360* site to include the *Enhanced Graphics* Zoning Section 5A.

Paper Supplements

General Code will provide 17 copies of your Zoning Section 5A in an 8 ½-by-11-inch page size to include in your printed Code.

Ongoing Code Maintenance

Once your new Zoning Section 5A is delivered, the process is not truly over. Your community will change and grow, and ultimately your Zoning will evolve with it. In order to protect your investment and maintain your Code as an accurate and reliable resource, it is important that the Town keeps the Zoning up-to-date. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Scope of Services

Source Materials

Amherst has provided *General Code* with the following documents, which will be used as the source materials for the recodification project:

- A copy of the Town's Chapter 203, Zoning, Section 5A. Mixed Use Districts, as adopted on September 3, 2019
- L.L. No. 4-2022

Project Scope

This proposal only considers the legislation listed above, which has been submitted for review and will be included in the scope of this project. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Amherst set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Special Considerations

General Code has identified the following specific special considerations that will be addressed by our staff as the project progresses:

- Please note the scope of work is limited to the specified Zoning legislation and does not include additional ordinances adopted by the Town.
- Please also note that the Town is responsible for providing a copy of the adopted Town Zoning legislation to be used for the project.
- *General Code* understands that there may be future Zoning enactments that are not included in the scope of this proposal but can be separately considered for inclusion; an estimate may be provided, upon request, at the time of their adoption.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Investment Details and Authorization

Town of Amherst, *Enhanced Graphics*, May 27, 2025

Project Build Price $8,550

***Enhanced Graphics* includes the following:**

- Conversion of Section 5A, Mixed Use Districts, and L.L. No. 4-2022 into an XML Document
- Enhanced Presentation of Graphic Content
- Code Analysis
- Editorial Work
- Duplication and Publication of 17 Sets of Supplemental Legislation
- Updated *eCode360*
- Shipping

Performance Schedule

The updated Code supplements will ship within 8 to 12 weeks of authorization of this agreement.

Payment Schedule

100% of the total project price shall be invoiced upon shipment of the updated Code supplements.

The Town of Amherst, New York, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at http://www.generalcode.com/terms-and-conditions-documents/.

Town of Amherst, Erie County, New York

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

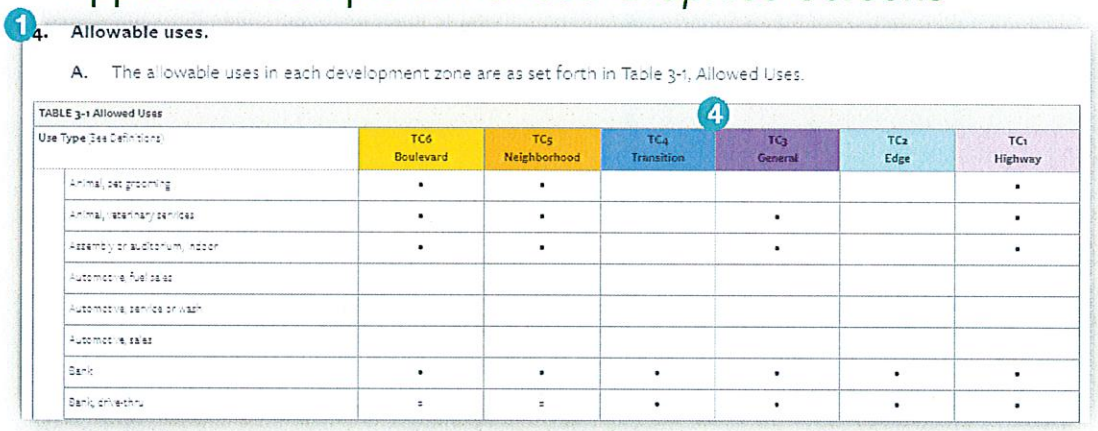
Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the *Enhanced Graphics* project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to the Town for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

Appendix: Sample *Enhanced Graphics* Screens



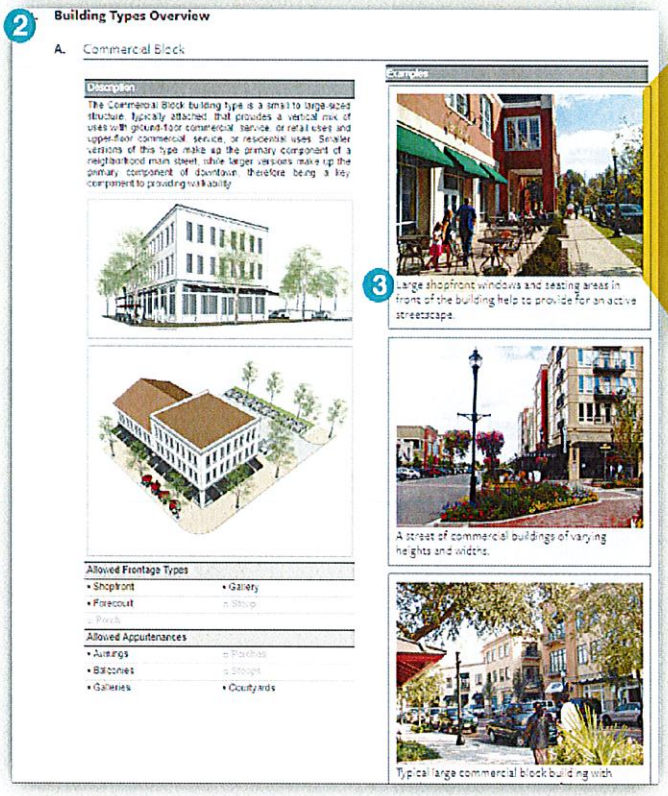
1 4. **Allowable uses.**

A. The allowable uses in each development zone are as set forth in Table 3-1, Allowed Uses.

TABLE 3-1 Allowed Uses

Use Type (See Definitions)	TC6 Boulevard	TC5 Neighborhood	TC4 Transition	TC3 General	TC2 Edge	TC1 Highway
Animal, pet grooming	•	•				•
Animal, veterinary services	•	•		•		•
Assembly or auditorium, indoor	•	•		•		•
Automotive fuel sales						
Automotive, service or wash						
Automobile sales						
Bank	•	•	•	•	•	•
Bank, drive-thru	=	=	•	•	•	•

4



2 **Building Types Overview**

A. Commercial Block

Description

The Commercial Block building type is a small to large-sized structure, typically attached, that provides a vertical mix of uses with ground-floor commercial service or retail uses and upper-floor commercial service or residential uses. Smaller versions of this type make up the primary component of a neighborhood main street, while larger versions make up the primary component of downtown, therefore being a key component to providing walkability.

Examples

3 Large shopfront windows and seating areas in front of the building help to provide for an active streetscape.

A street of commercial buildings of varying heights and widths.

Typical large commercial block building with

Allowed Frontage Types

- Shopfront
- Gallery
- Forecourt
- Stoop
- Porch

Allowed Appurtenances

- Awnings
- Porches
- Balconies
- Stoops
- Galleries
- Courtyards

5



6 SECTION 1-300 **Establishment of districts.**

SECTION 1-400 **Zoning Map.**

The location and boundaries of the zoning districts established by this Ordinance are set forth on the Zoning Map entitled "Crystal Lake Zoning Map," which, together with all notations, references, and amendments, is adopted by reference and made part of and incorporated into this UDO.

Commentary:
The digital version of the Zoning Map is available on the City's website. To obtain a print version, please contact the City's Community Development Department.
[Amended 6-3-2014 by Ord. No. 7034]

1 Table Support

2 Multicolumn Layout

3 Searchable Image Captions

4 Color Coding

5 High-Quality Graphics

6 Custom Solutions

Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

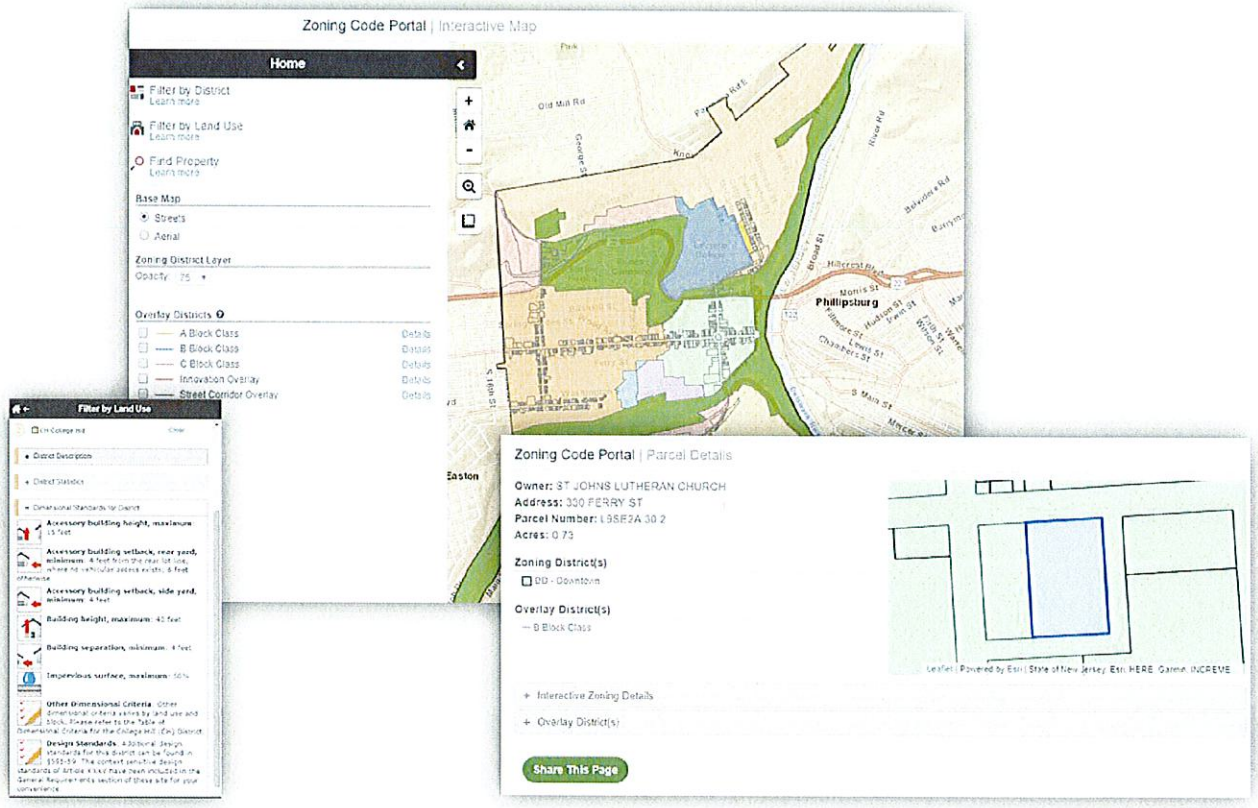
eCode360® MapLink™ powered by ZoningHub™

eCode360 MapLink makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

Our *MapLink* solution for Amherst includes:

- An Interactive Zoning Map
- Clickable links to your full Zoning Ordinance as published in eCode360
- Seamless updates with your Code*

*The adoption of an entirely new Zoning Ordinance shall result in additional setup charges not included in standard supplementation pricing. Prior to adopting a new Zoning Ordinance, contact *General Code* for a detailed estimate.



Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

A Member of the ICC Family of Solutions



Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

781 Elmgrove Road | Rochester, NY 14624 | 800.836.8834 | generalcode.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
01/01/2025

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
Paradigm Risk Management
1016 West Jackson Blvd.
Chicago, IL 60607

CONTACT NAME: Kevin Greer
PHONE (A/C, No, Ext): 312-332-6900 **FAX (A/C, No):**
E-MAIL ADDRESS: Kevin_Greer@prm-ins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Charter Oak Fire Insurance Company	25615
INSURER B :	Travelers Property Casualty Company of America	25674
INSURER C :	Travelers Indemnity Company	25658
INSURER D :	Axis Insurance Company	37273
INSURER E :		
INSURER F :		

INSURED
General Code Enterprises, LLC
DBA General Code, LLC
3490 Winton Place
Rochester, NY 14623

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	✘ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✘ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✘ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	P-630-4P243453-COF-25	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 10, $ $ 2,000, $ 2,000,
A	AUTOMOBILE LIABILITY ✘ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✘ HIRED AUTOS ONLY ✘ NON-OWNED AUTOS ONLY	Y	Y	810-4P247403-25-43-G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
B	✘ UMBRELLA LIAB ✘ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	CUP-4P258466-25-43	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 12,000, $ 12,000,
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4P245919-25-43-G	01/01/2025	01/01/2026	✘ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
D	Professional Liability			P-001-000066542-07	01/01/2025	01/01/2026	$10,000,000 Each Claim	$10,000,000 Annu Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is recognized as an Additional Insured on the General Liability policy on a primary & non-contributory basis as required by written contract or agreement.

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

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Attachment: general code TB 111025 (RES-2025-969 : General Code CRS #5896)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31105 **RESOLUTION 2025-970** **ADOPTED**

2024-2025 Stop DWI Contract (CRS #5907) County of Erie

TOWN BOARD AGENDA ITEM: NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **2024-2025 Stop DWI Contract (CRS #5907)**
County of Erie

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and the County of Erie, with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: November 10, 2025)***

11/10/2025
Consent

FINANCIAL IMPACT:

A3121 .02615: Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Police & Court Contract
2024 -2025 STOP-DWI

THIS AGREEMENT, made and entered into as of the lst day of January, 2024, by and between the COUNTY OF ERIE, a municipal Corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the COUNTY, party of the first part, and the **TOWN OF AMHERST** a municipal corporation of the State of New York partly in Erie County, with offices at **5583 Main Street, Williamsville, New York 14221** hereinafter referred to as the MUNICIPALITY, party of the second part.

W I T N E S S E T H:

WHEREAS, the COUNTY, pursuant to the authority granted to it by Article 31 of the Vehicle and Traffic Law, has established a special traffic options program for driving while intoxicated (STOP-DWI) and has formulated a plan thereunder for the coordination of county, town, city and village efforts to reduce alcohol-related traffic injuries and fatalities, and

WHEREAS, the MUNICIPALITY, through its police agency, has made formal application to the Erie County STOP-DWI Coordinator for the funding of certain alcohol traffic safety law enforcement activities in Erie County during the period from January 1, 2024 to December 31, 2025, which application is attached hereto and made a part hereof as Appendix "A", and

WHEREAS, article 31 of the Vehicle and Traffic Law conveys to the County of Erie all fines associated with convictions on V&T Section 1192, Section 511(2)(a)(ii) and (iii) and Section 511(3)(i) provided that such cases are disposed within Erie County.

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

FIRST: During the term of this Agreement, the MUNICIPALITY, as an independent contractor, agrees to engage in the alcohol traffic safety law enforcement activities set forth in the annexed Appendix "A".

SECOND:

The MUNICIPALITY, through its police agency, agrees to compile information and render monthly reports, in a form acceptable to the County, to the Erie County STOP-DWI Coordinator with respect to:

(i) the MUNICIPALITY's law enforcement activities set forth in Appendix "A".

(ii) all alcohol-related traffic crashes investigated by the MUNICIPALITY's police agency.

(iii) the final court disposition of all cases involving alleged violation(s) of Section 1192, Section511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law commenced by the MUNICIPALITY's police agency in any court in Erie County.

THIRD The County agrees to reimburse the MUNICIPALITY overtime wages, excluding benefits, for officers authorized to perform extra effort Impaired Driving Patrols and Sobriety Checkpoints, Impaired Driving Enforcement Training, Victim Impact Panel Presentations, and related equipment subject to the provisions and guidelines of attached Appendix A, in a sum not to exceed the amount annually approved.

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

FOURTH: In the event the Erie County STOP-DWI Program, as approved by the Commissioner of the New York State Department of Motor Vehicles, is terminated before the COUNTY has paid to the MUNICIPALITY all of the sums otherwise payable under the terms of this Agreement, the provisions of Section 1197(9) of the Vehicle and Traffic Law with respect to program cessation shall govern for purposes of determining the availability of such sums for payment to the MUNICIPALITY.

FIFTH: The MUNICIPALITY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any rights, title or interest herein, nor of the power to execute the same or any extension hereof to any other person or corporation without the previous consent in writing of the COUNTY.

SIXTH: The MUNICIPALITY agrees to comply with all applicable laws of the State of New York, the United States and the County of Erie, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

SEVENTH: The MUNICIPALITY shall be fully accountable for its performance under this Agreement and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transactions, act or omission in connection therewith if called before any Judicial, County, State or Federal agency empowered to investigate the Agreement or its performance.

EIGHTH: The MUNICIPALITY agrees to furnish verified accounts of its disbursements hereunder, with certified or verified invoices thereto attached at such times and in such form and detail as may be required by the Erie County Comptroller, who may at her option audit the pertinent books and records of the MUNICIPALITY, and a final account within thirty (30) days after the termination of this Agreement.

NINTH: The MUNICIPALITY agrees to defend, hold harmless and indemnify the COUNTY against any and all liability, claims, demands, suits and judgments arising out of the performance of the MUNICIPALITY's obligations under this Agreement. The MUNICIPALITY further

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

agrees to maintain insurance coverage(s) during the term of this Agreement and to submit certificates of insurance in accordance with Vendor Classification C - "Professional Services" appearing on Appendix "B" annexed hereto. For purposes of this Agreement, the County must be included as an additional named insured on the Municipality's insurance policies. For purposes of this Agreement, the MUNICIPALITY need not provide proof of professional liability insurance coverage. At the request of the MUNICIPALITY and with the consent of the Erie County Attorney, the Erie County STOP-DWI Coordinator may waive the excess and/or umbrella liability insurance coverage(s), or reduce the amount(s) thereof, otherwise required under this paragraph. In lieu of proof of insurance coverage, the MUNICIPALITY may furnish evidence of a self-insurance plan acceptable to the Erie County Attorney.

TENTH: Consistent with the MUNICIPALITY's status as an independent contractor, the COUNTY shall not be responsible for Worker's Compensation benefits, Social Security coverage or unemployment insurance benefits with respect to the MUNICIPALITY.

ELEVENTH: This Agreement, or any renewal thereof, may be terminated by either party upon at least thirty (30) days prior notice. Such notice shall be provided in writing to the chief executive officer of the other party at the address appearing on the first page of this Agreement.

TWELFTH: Provided that the MUNICIPALITY shall have made formal application for the continued funding of its alcohol traffic safety law enforcement activities, this Agreement may be renewed for such additional twelve (12) month terms as may be mutually agreed upon by the parties through their respective legislative bodies.

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the _____ day of _____, in the year 2025, before me, the undersigned, personally appeared_____, Erie County Executive/_____, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

_____

NOTARY PUBLIC

STATE OF NEW YORK:
COUNTY OF ERIE:

On this _____ day of _____, 2025 , before me personally came **Brian J. Kulpa** to me personally known, who, being by me duly sworn, did depose and say that he resides in **TOWN OF AMHERST,** County of Erie and State of New York; that he is the Supervisor of the **TOWN OF AMHERST,** the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and was so affixed by order of the governing body thereof and that signed name thereto by like order.

_____

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

Notary Public

This agreement is executed by the COUNTY pursuant to a resolution adopted by the Legislature of the County of Erie at its meeting held on December 5, 2023 and by the MUNICIPALITY pursuant to a resolution of its governing body adopted at a meeting of said governing body held on _____, a certified copy of the MUNICIPALITY'S resolution being annexed hereto as Appendix "C".

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

County of Erie

By: _____

Mark C. Poloncarz/Lisa Chimera
County Executive/Deputy

APPROVED AS TO CONTENT:

By: _____Signed Electronically_____
Brian Ross, Commissioner
Erie County Central Police Services

_____
John F. Sullivan
STOP-DWI Coordinator

APPROVED AS TO FORM:

By: _____Signed Electronically_____
Greg Kammer
Assistant County Attorney

Document No. _____

Date: _____

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

2024 – 2025 ERIE COUNTY STOP-DWI

APPENDIX A

Problem Identification

Approximately 1,800 drivers are arrested for DWI in Erie County each year. The typical alcohol impaired driver is a male between the ages of 30 and 37, driving on a weekend night, between the hours of 0100 and 0500, with an average BAC of .16%. Approximately 7% of impaired drivers are impaired by substances other than alcohol.

Alcohol is a factor in 30% of fatal traffic crashes in Erie County. In the year 2023 14 persons were killed and dozens more injured in DWI related traffic crashes.

Police Participation in the Erie County STOP-DWI Program

To address this threat, regular enforcement of DWI laws will be a departmental priority. Within the practical boundaries of our department's resources, and in addition to normal patrol activities, the department will assign officers to dedicated DWI patrols at times and dates that maximize the enforcement impact. The STOP-DWI office collects fines paid by those convicted of impaired driving and funding is available to supplement Impaired Driving Enforcement activities.

In order to qualify for funding, I certify that

- STOP-DWI resources will be used for supplemental, DWI specific efforts
- Officers from this department will participate in the DWI Sobriety Checkpoints and Roving Patrols sponsored by the STOP-DWI Office
- We will support and utilize the DWI Crash Response Team and the Drug Recognition Expert Corps
- We will provide for evidentiary chemical tests and the regular calibration and maintenance of additional DWI enforcement equipment

Compliance with this plan qualifies this police department for participation in Erie County's STOP-DWI Program and 100% reimbursement of overtime expenses for dedicated DWI patrols.

_____
Chief of Police

_____
Police Agency

Date: _____

Attachment: StopDWIContract2024.2025 with Appendix (RES-2025-970 : 2024-2025 Stop DWI Contract: County of Erie (CRS #5907))

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31106 **RESOLUTION 2025-971** **ADOPTED**

Training & Travel Request NCFI Basic Network Investigation Course

TOWN BOARD AGENDA ITEM : NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Basic Network Investigation Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from November 9, 2025 through November 14, 2025. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: November 10, 2025)***

11/10/2025
Consent

FINANCIAL IMPACT:

No Cost

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Dest

Date of Departure	Date of Return	Destination	Purpose/Justification
Nov. 9, 2025	Nov. 14, 2025	Hoover, AL	NCFI Basic Network Investigation Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	0		

Request Approved By:

Department Head Signature

10/29/2025

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

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormNCFI Basic Network Investigation Course 11.10.25 (RES-2025-971 : Training & Travel Request: NCFI Basic Network

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31115 **RESOLUTION 2025-972** **ADOPTED**

Delta-Sonic Carwash Systems, Inc. (CRS #5908) Townwide Car Wash Contract

TOWN BOARD AGENDA ITEM: NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **Delta-Sonic Carwash Systems, Inc. (CRS #5908)**
Townwide Car Wash Contract

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 10, 2025)**

11/10/2025
Consent

FINANCIAL IMPACT:

Townwide/Various

Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Delta Sonic Car Wash Systems Inc

Main Office: 570 Delaware Ave., Buffalo, New York 14202

Phone Number: 716-541-2333

Amherst Police Department

NO INCREASE TO 2026 WASH PLANS

Unlimited Carwash

Type of Wash: Super Kiss Carwash Unlimited

Cost Per vehicle: $15.99 (Tax Exempt)

Wash Description: Under spray, Rust Inhibitor, Clear Coat Polish, Clear Coat Protection, High Pressure Sprays, Sonic Suds, Brake Dust Remover, Revitalizer. **ALL VEHICLES WILL HAVE FAST PASS LANE USE.**

17 Vehicles @ $15.99 a month = $271.83 per month (Tax exempt)

17 Vehicles @ $15.99 a Month = $1,630.98 for 6 Months

17 Vehicles @ $15.99 a Month = $3,261.96 for 1 year

The fleet of vehicles (approximately 54) will be charged $5.00 per wash when used. We will total up number of washes performed per monthly and invoice for number of washes. **ALL VEHCILES WILL HAVE FAST LANE USE WITH BAR CODE STICKER.**

Director of Commercial & Fleet Sales

Lawrence M Seibert
716-348-0808
Larryseibert@deltasoniccarwash.com

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

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: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

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,

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:

Delta Sonic Carwash
Print Name of Company

By: _____
Signature

Lawrence M. Seibert
Printed name

Date: 10/13/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

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.

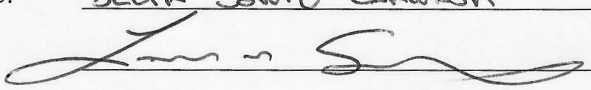
By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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: DELTA SONIC CARWASH

Signature: 

Print Name: LAWRENCE M. SIBERT

Title: DIRECTOR OF SALES + FLEET

Date: 10/13/25

Sworn To Before Me This

_____ Day of _____, 20___

_____

Notary Public

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2025

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
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN117302421--GAW-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : Sompo America Insurance Company	11126
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DELTA-SONIC CARWASH SYSTEMS, INC.
570 DELAWARE AVENUE
BUFFALO, NY 14202-1284

COVERAGES **CERTIFICATE NUMBER:** NYC-011236166-11 **REVISION NUMBER:** 0

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	X	X	GGR30000063404	02/15/2025	02/15/2026	EACH OCCURRENCE	$ 1,750,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X SIR: $250,000						MED EXP (Any one person)	$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,750,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,750,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,750,000
								$
B	AUTOMOBILE LIABILITY			GAR3003234702	02/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis for all ongoing and completed operations as required by written 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

Marsh USA LLC

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Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Delta-Sonic Carwash Systems, Inc. 1264 Main Street Buffalo, NY 14209 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 941-359-8303 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1549911
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Sompo America Fire and Marine Insurance Company 3b. Policy Number of Entity Listed in Box "1a" GWR30080033800 3c. Policy effective period 2/15/2025 to 2/15/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled 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 the 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 its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

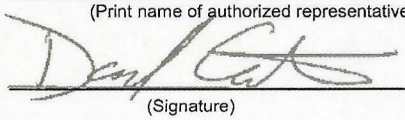
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation 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 Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: David Carter
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  04/07/2025
(Signature) (Date)

Title: EVP, CUO Prop & Casualty, North America Region

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

INTERNAL USE ONLY

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

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) Delta-Sonic Carwash Systems, Inc. 570 Delaware Ave Buffalo, NY 14202 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 878-9690 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0972035
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST ATTN: BLDG. DEPARTMENT 5583 MAIN STREET WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010269414 3c. Policy effective period: 01/01/2022 to 01/01/2027

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 the 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 01/15/2025 By Paul Martin

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

IMPORTANT: If Boxes 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 emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by 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 (Article 9 of the Workers' Compensation 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 agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 10.28.2025 (RES-2025-972 : Delta-Sonic Carwash Systems, Inc.: Townwide Car Wash Contract (CRS #

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31116 **RESOLUTION 2025-973** **ADOPTED**

Intermunicipal Agreement: Town of Clarence (CRS #5919) Crossing Guards at Transit Middle School

TOWN BOARD AGENDA ITEM : NOVEMBER 10, 2025

TO: **Town Board**

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

RE: **Intermunicipal Agreement: Town of Clarence (CRS #5919) Crossing Guards at Transit Middle School**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. This agreement has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: November 10, 2025)

11/10/2025
Consent

FINANCIAL IMPACT:

Revenue: A3119 .02701

Amount: TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment: IntermunicipalAgreement2026 (RES-2025-973 : Intermunicipal Agreement: Town of Clarence: Crossing Guards at Transit Middle

INTERMUNICIPAL AGREEMENT

INTERMUNICIPAL AGREEMENT (hereinafter the "Agreement") between and among the TOWN OF AMHERST and the TOWN OF CLARENCE (hereinafter the "Municipalities") for the purpose of providing school crossing guards on Transit Road.

WHEREAS, the Municipalities share a common border along Transit Road in Erie County, New York; and

WHEREAS, the Williamsville Central School District (hereinafter the "School District") encompasses portions of both Municipalities crossing said Transit Road; and

WHEREAS, the School District has requested that school crossing guards be provided for those school district children who are pedestrians crossing Transit Road from the Town of Clarence in order to attend classes at Transit Middle School which is located on the Town of Amherst side of Transit Road; and

NOW THEREFORE, the Municipalities agree as follows:

1. The Town of Amherst shall assign two (2) school crossing guards to the Transit Middle School location, during the normal school day.

2. The Town of Clarence shall pay the Town of Amherst fifty percent (50%) of the total cost of providing the school crossing guards, which shall be billed annually. The total cost for the crossing guards shall include, but is not limited to, social security, pension (if applicable), unemployment insurance and workers' compensation.

3. The terms of this Intermunicipal Agreement shall cover the period from January 1, 2026 through December 31, 2026.

4. An estimate of the costs expected to be incurred are attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year below written.

TOWN OF AMHERST

_____

BY: Brian J. Kulpa
Town Supervisor

DATE: _____

TOWN OF CLARENCE

_____

BY: Patrick Casilio
Town Supervisor

DATE: _____

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
VILLAGE OF WILLIAMSVILLE }

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian J. Kulpa, Supervisor of the Town of Amherst, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Amherst.

_____
NOTARY PUBLIC

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the _____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Patrick Casilio, Supervisor of the Town of Clarence, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Clarence.

_____
NOTARY PUBLIC

Attachment: IntermunicipalAgreement2026 (RES-2025-973 : Intermunicipal Agreement: Town of Clarence: Crossing Guards at Transit Middle

Attachment: IntermunicipalAgreement2026 (RES-2025-973 : Intermunicipal Agreement: Town of Clarence: Crossing Guards at Transit Middle

EXHIBIT "A"

SCHOOL CROSSING GUARDS

Rate of Pay

Hourly rates may increase based upon New York State Minimum Wage Act and/or the Town of Amherst Town Board making increases to its part time employee salary schedule.

Cost	Step 1	Step 2*	Step 3**	Step 4	Step 5	Step 6
Hourly	$16.00/hr	$16.30/hr	$16.60 /hr	$16.90/hr	$17.20/hr	$17.50/hr
Annual	$11,568.00	$11,784.90	$12,001.80	$12,218.70	$12,435.60	$12,652.50

*First increment due nine (9) months from starting date
**Second increment due one (1) year from first increment date

Additional Costs

Retirement/Pension, FICA & Medicare: Costs based on current year estimate

Cost Analysis

School Crossing Guards typically work four (4) hours per school day from September through June. New York State requirements call for 180 instructional days in a full school year. The State also mandates that each guard receive three (3) hours of annual training every year. The annual costs indicated above assume a crossing guard worked every school day for the maximum four (4) hours per day, for a total of 723 hours (with training), and includes Retirement/Pension and FICA & Medicare costs.

Unemployment

Unemployment costs, if any, would be in the range of approximately $1500-$1600 per year.

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31100 **RESOLUTION 2025-974** **ADOPTED**

Class Instructor, Dale Suckow CRS #5910

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Dale Suckow, Voice Lesson Instructor.

11/10/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour, A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Dale Suckow
(Payment/Check payable to same)

Address: 224 Village Park Drive

Williamsville, NY 14221

Class/Activity: Voice Lessons

This is a -5- **year contract.**

Start Date: January 8, 2026 **Date executed below by the Town Supervisor**

End Date: January 7, 2031

Rate per hr.: $25.00

Dale Suckow, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Instructor/Leader Signature — Date: 10/24/25

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* Dale Suckow

Contractor Commitment Form 2021

Attachment: Dale Suckow - Contract-10282025173345 (RES-2025-974 : Class Instructor, Dale Suckow CRS #5910)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31101 **RESOLUTION 2025-975** **ADOPTED**

Class Instructor, Rena Kantenwein CRS #5911

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Rena Kantenwein, Quilting Instructor.

11/10/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Rena Kantenwein
(Payment/Check payable to same)

Address: 7 Keph Dr. Apt. 7

Amherst, NY 14228

Class/Activity: Quilting Instructor

This is a -5- **year contract.**

Start Date: January 8, 2026 **Date executed below by the Town Supervisor**

End Date: January 7, 2031

Rate per hr.: $25.00

Rena Kantenwein, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Rena M Kantenwein — Instructor/Leader Signature — 10-9-25 — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ Vendor Name Rena Kantenwein

Contractor Commitment Form 2021

Attachment: Rena Kantenwein - Contract-1028025173254 (RES-2025-975 : Class Instructor, Rena Kantenwein CRS #5911)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31102 **RESOLUTION 2025-976** **ADOPTED**

Class Instructor, Nancy Wise-Reid CRS #5909

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Dept. of Senior Services) and Nancy Wise-Reid, Origami Instructor.

11/10/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour A6772 - 4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Nancy Wise – Reid
(Payment/Check payable to same)

Address: 241 Parkedge Avenue

Tonawanda, NY 14150

Class/Activity: Information Technology Instructor

Origami Instructor

This is a -5- **year contract.**

Start Date: January 6, 2026 **Date executed below by the Town Supervisor**

End Date: January 5, 2031

Rate per hr.: $25.00

Nancy Wise-Reid, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Nancy Wise-Reid — 10.7.25
Instructor/Leader Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name

Contractor Commitment Form 2019

Attachment: Nancy Wise-Reid, Contract-1028025173135 (RES-2025-976 : Class Instructor, Nancy Wise-Reid CRS #5909)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31120 **RESOLUTION 2025-977** **ADOPTED**

Change Order No. 2 - Time Extension CIR Electrical Construction Co. WPCF: Building No. 1 Screen and Valve Improvements Town of Amherst Project Nos. 2016.002H & 2018.002B CRS #5923

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a time extension with a nominal cost of $902.50 until September 10, 2026 for CIR Electrical Construction Co. for the above-referenced project. The project delay is due to the general contractor's major equipment supplier missing their delivery dates by seven (7) months. The additional cost is due to prevailing wage escalation and will be funded via contingency line in the contract.

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

Thank you for considering this request.

11/10/2025
Consent

FINANCIAL IMPACT:

KP 2518-4972

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: November 10, 2025 (CRS#)

Contract/Project Title: WPCF: Building No. 1 Screen and Valve Improvements [TOA Project #2016.002H and 2018.002B] – Electrical Construction Contract

Vendor: CIR Electrical Construction Co.

ORG: KP: 2518

OBJECT: 4972

Amount: No Cost Time Extension

Contract Period: Current Period: [Substantial Completion: September 10, 2025 & Final Completion: October 31, 2025]

Extended Period: [Substantial Completion: September 10, 2026 & Final Completion: October 31, 2026]

Department contact: Richard Rink, PE [ext. #8071]

APPROVED AS TO CONTENT

_____

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

ARCADIS

Mr. Jeffrey Burroughs, P.E.
Town Engineer
Town of Amherst Engineering Department
455 Tonawanda Creek Road
Amherst, NY 14228

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo, NY 14202
United States
Phone: 716 667 0900
www.arcadis.com

Date: October 22, 2025
Subject: Amherst WPCF Building No. 1 Screen and Valve Improvements
Town Project Nos. 2016.002H & 2018.002B
Electrical Construction Contract Time Extension

Dear Mr. Burroughs,

We received the attached letter from CIR Electrical Construction Corporation (CIR) dated October 17, 2025 for the Town of Amherst Water Pollution Control Facility (WPCF) Building No. 1 Screen and Valve Improvements project. CIR's letter requests a 365-day extension of the Contract Times due to delays in material/equipment being provided by the General Contractor. The letter further requests additional cost in the amount of $902.50 due to labor rate escalation associated with the extension.

After review, Arcadis agrees that the project delays are outside of the control of CIR and we recommend executing a Change Order to extend the Electrical Construction Contract Times by 365 calendar days, as requested by CIR. Arcadis also agrees that additional cost associated with the delay are warranted due to labor rate escalation and recommends utilizing the contingency allowance to cover the additional cost.

Please let us know if you have any questions or require additional information.

Sincerely,
Arcadis of New York, Inc.



Josh Tingue, P.E.
Project Manager

Email: Joshua.Tingue@Arcadis.com
Direct Line: 716.462.7166

CC. Richard Rink, P.E. – Town of Amherst
Michael Poslinski – Town of Amherst

Enclosures:
Attachment 1 – CIR Contract Extension Request Letter dated October 17, 2025

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

CHANGE ORDER NO.: EC-002

Owner:	Town of Amherst	Owner's Project No.:	2016.002H & 2018.002B
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30054551
Contractor:	CIR Electrical Construction Co.		
Project:	WPCF Building No. 1 Screen and Valve Improvements		
Contract Name:	Electrical Construction Contract		
Date Issued:	October 22, 2025	Effective Date of Change Order:	October 22, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Contract time extension due to delays in delivery of material/equipment provided by the General Contractor

Attachments:

None

Change in Contract Price	Change in Contract Times (Calendar Days)
Original Contract Price: $ 258,750.00	Original Contract Times: Substantial Completion: 450 Ready for final payment: 495
Increase from previously approved Change Orders: $ 50,000.00	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 308,750.00	Contract Times prior to this Change Order: Substantial Completion: 450 Ready for final payment: 495
Increase this Change Order: $ 0.00	Increase this Change Order: Substantial Completion: 365 Ready for final payment: 365
Contract Price incorporating this Change Order: $ 308,750.00	Contract Times with all approved Change Orders: Substantial Completion: 815 Ready for final payment: 860

Recommended by Engineer	Accepted by Contractor
By:	
Title: Project Manager	Project Manager
Date: October 22, 2025	October 22, 2025

Authorized by Owner

By: _____

Title: _____

Date: _____

EJCDC® C-941, Change Order, Rev. 1
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

2517 LONG RD • BUFFALO, NY 14072 • 716-362-5000

10.17.2025

Arcadis
Attn: Joshua Tingue

RE: **Amherst WPCF Bldg. 1 Screen and Valve Improvement**

Subject: Contract Extension

We respectfully request an extension of the contract completion date to **September 10, 2026**, along with a corresponding labor cost adjustment due to increased wage rates resulting from this extended schedule.

This extension request is due to the general contractor's equipment delivery delays, whose work must precede ours. As a result, a significant portion of our work will now occur well beyond the original schedule.

Our bid was based on 2024-2025 labor rates and an anticipated completion period of 450 calendar days from the June 17, 2024 start date to September 10, 2025. Extending the project into 2026 will require work under higher prevailing wage rates.

We therefore request a rate adjustment for work performed in 2026 to reflect actual labor costs at that time. Detailed documentation and cost breakdowns can be provided upon request.

Thank you for your understanding and consideration. Please advise on next steps or any required documentation to formalize this request.

If you have any questions or we may be of service, please advise.

Thank you,

Marc A. Brunelle

CIR Electrical Construction Corp.
Marc A. Brunelle
Partner / COO
mbrunelle@cirelectric.com

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

2517 LONG RD • BUFFALO, NY 14072 • 716-362-5000

SUBMITTED TO:	SUBMITTED BY:	DATE:
Arcadis	Dominic D'Alba	10/17/2025
STREET ADDRESS:	JOB NAME:	
50 Fountain Plaza	Amherst WPCF Bldg. 1 Screen and Valve Improvement	
CITY, STATE, ZIP CODE:	JOB LOCATION:	
Buffalo, NY 14202	50 Griffith Street, Sloan, NY 14212	
ATTENTION:	EXISTING CONTRACT NUMBER:	CIR NUMBER:
Josh Tingue	2016.002H & 2018.002B	2402018

We are pleased to quote a lump sum price of..... $902.50

Please see below the breakdown of the remaining labor, including the applicable labor rate adjustment. The most recent pay application is attached as backup documentation for the remaining labor cost.

Remaining Labor Cost: $16,674.50

Bid Labor Rate (2024-2025): $92.38

Remaining Labor Hours: 180.5 hours

Labor Rate Increase for (2025-2026): $5.00

Additional Labor Rate Adjustment: $902.50

Respectfully Submitted,

Marc A. Brunelle

CIR Electrical Construction Corp.
Marc A. Brunelle
Partner / COO
mbrunelle@cirelectric.com

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

Application and Certificate For Payment

To Owner:	Town of Amherst Attn: Accounts Payable 1100 North Forest Rd. Williamsville, NY 14221	Project:	Amherst WWTP Bld 1 455 Tonawanda Creek Rd Amherst, NY 14228	Application No:	10 Date: 09/22/2025
				Period To:	09/30/25
				Architect's Project No:	2016.002H&
From (Contractor):	CIR Electrical Construction Co 2517 Long Road Grand Island, NY 14072	Contractor Job Number:	2402018	Contract Date:	04/04/24
		Via (Architect):			
Phone:	716 362-5000	Contract For:			

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	50,000.00	
Number / Date Approved		
Change orders approved this month		
Totals		
Net change by change orders	50,000.00	

Original contract sum	258,750.00
Net change by change orders	50,000.00
Contract sum to date	308,750.00
Total completed and stored to date	221,075.50
Retainage	
5.0% of completed work	11,053.78
0.0% of stored material	0.00
Total retainage	11,053.78
Total earned less retainage	210,021.72
Less previous certificates of payment	200,138.87
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**9,882.85**
Balance to finish, including retainage	98,728.28

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____,

_____ (year). Notary public: _____

My commission expires _____.

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuanc payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under th Contract.

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

Application and Certificate For Payment -- page 2

To Owner: Town of Amherst
From (Contractor): CIR Electrical Construction Co
Project: Amherst WWTP Bld 1

Application No: 10 Date: 09/22/25 Period To: 09/30/25
Contractor's Job Number: 2402018
Architect's Project No: 2016.002H&

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
01	Bonds/Insurance	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00	
02	Compressor Install - L	15,800.00	15,800.00	0.00	0.00	15,800.00	100.00	0.00	790.00	
03	Compressor Install-M	17,250.00	17,250.00	0.00	0.00	17,250.00	100.00	0.00	862.50	
04	Lighting Install - L	24,500.00	24,500.00	0.00	0.00	24,500.00	100.00	0.00	1,225.00	
05	Lighting Install - M	20,750.00	20,750.00	0.00	0.00	20,750.00	100.00	0.00	1,037.50	
06	Actuators Pwr - L	15,800.00	3,950.00	0.00	0.00	3,950.00	25.00	11,850.00	197.50	
07	Actuators Pwr - M	12,500.00	3,125.00	0.00	0.00	3,125.00	25.00	9,375.00	156.25	
08	Controls Install - L	25,750.00	21,887.50	0.00	0.00	21,887.50	85.00	3,862.50	1,094.38	
09	Controls Install - M	23,500.00	19,975.00	0.00	0.00	19,975.00	85.00	3,525.00	998.75	
10	Gas Detection Install - L	14,500.00	13,775.00	0.00	0.00	13,775.00	95.00	725.00	688.75	
11	Gas Detection Install - M	12,000.00	11,400.00	0.00	0.00	11,400.00	95.00	600.00	570.00	
12	Heat Trace Install - L	4,740.00	0.00	4,503.00	0.00	4,503.00	95.00	237.00	225.15	
13	Heat Trace Install - M	10,000.00	3,600.00	5,900.00	0.00	9,500.00	95.00	500.00	475.00	
14	Misc. Pwr Install - L	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00	0.00	260.00	
15	Misc. Pwr Install - M	6,350.00	6,350.00	0.00	0.00	6,350.00	100.00	0.00	317.50	
16	Punchlist/Cleanup	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00	
17	O&M/As-builts	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00	
18	Lighting Package - Shanor	36,110.00	36,110.00	0.00	0.00	36,110.00	100.00	0.00	1,805.50	
19	Contingency Allowance	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00	
	Application Total	308,750.00	210,672.50	10,403.00	0.00	221,075.50	71.60	87,674.50	11,053.78	

Attachment: CIR - Time extension docs (RES-2025-977 : Change Order No. 2 - Time Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31104 A **RESOLUTION 2025-978** **ADOPTED**

Approve Sole Source Contract for Mfg Playground Equipment - CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval as Sole Source on Sourcewell Contract #010521 - LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2025 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney Approval.

11/10/2025
Consent

FINANCIAL IMPACT:

A7110 : 4290

$15, 117. 47

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Bryan, Steve

From: Juul, Lynda
Sent: Monday, October 27, 2025 12:01 PM
To: Pouli, Mary-Diana; Bryan, Steve
Cc: Kittleman, Zach
Subject: W/D RES-2025-938 #5839

Importance: High

Good Morning,

I was going over the agenda, and the referenced resolution is worded to approve a piggyback contract for Denzak Recreational. This should be a sole source approval, not a piggyback approval. Denzak is quoting Sourcewell pricing, but the Sourcewell contract is a multi-award, so technically can't be used. We did approve this as sole source, with Denzak using the Sourcewell pricing as the basis for their quote only.

Can you please change this resolution for tonight's meeting so the Town Board is approving it as sole source and not as a piggyback?

Thanks,

Lynda L. Juul

TOWN OF AMHERST
Director of Finance
5583 Main St.
Williamsville, NY 14221
(716) 631-7007
www.amherst.ny.us

Offices located at 30 S. Cayuga Rd., Williamsville, NY 14221

Attachment: DOC103025-10302025121131 (RES-2025-978 : Approve Sole Source Contract for Mfg Playground Equipment - CRS #5839)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31134 **RESOLUTION 2025-979** **ADOPTED**

Emergency Purchase Authorization - Window Repair

WHEREAS, the Northtown Center has a broken glass panel in an entrance door and a broken window upstairs, and

WHEREAS, these conditions present a safety concern, and

WHEREAS, the Town's contracted window and door repair vendor has refused to perform the work due to an ongoing contract dispute,

NOW THEREFORE, BE IT RESOLVED, that the Amherst Town Board authorizes the use of A 24-Hour Door Company to perform the repairs at the Northtown Center as per their quote provided.

11/10/2025
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 11/3/25
2. Date of Town Board work session where Board is notified: 11/10/25
3. Date you received approval from the Supervisor: 10/31/25
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary):
   $1,850.00
5. Is there adequate funding in your current operating budget to cover this purchase? Yes
   Identify budget Org/Object: A7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: We have a broken glass door and a broken window at the Northtown Center. Both present a safety hazard. Kircher (the Town's door contractor) refuses to come make repairs because of ongoing billing issues across all Town departments.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   We already have insurance on file from this vendor and they have the product in stock and can come out to repair as soon as we give the ok.
8. Department Head Signature: MaryDiana Racci Date: 10/31/25

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G - A 24 Hour Door (RES-2025-979 : Emergency Purchase Authorization - Window Repair)

A 24 HOUR DOOR NATIONAL, INC

Estimate

344 Sycamore St
Buffalo, NY 14204
716-824-1100
www.a24hour.biz

Date	Estimate #
10/30/2025	19644

Name / Address

716-207-2227
TOWN OF AMHERST
NORTH TOWN CENTER ICE RINK
1615 AMHERST MANOR DR
WILLIAMSVILLE NY 14221

Certified WBENC Women's Business Enterprise

P.O. No.	Rep	Project
	JESS	716-207-2227

Description	Qty	Rate	Total
SERVICE CALL	1	110.00	110.00
LABOR	4	110.00	440.00
LABOR SECOND TECH	4	110.00	440.00
REAR DOOR LITE GLASS 1/4 CLEAR LAMINATED	1	350.00	350.00
RESTAURANT GLASS 1/4" CLEAR LAMINATED	1	510.00	510.00
REMOVAL AND DISPOSAL OF MATERIALS OFF SITE INCLUDED.		0.00	0.00

A 24 Hour Door National will warrant that all work described above is to be performed in a timely and professional workman like manner. Scheduling times or dates, however, are not guaranteed. Attempts by A 24 Hour Door National to utilize customers existing hardware that is determined to be faulty or unusable will be at the clients risk and not warrantied by A 24 Hour Door National and may require replacement parts not included on this estimate.
Does not include permits, structural plans, blue prints, inspections, shop drawings. Does not include break metal, flooring work, painting walls, patching, grouting, siding. All labor is to be done during business hours, Mon-Fri 8am-4pm.
All estimates are valid for 30 days.

PLEASE SIGN AND RETURN TO ACCEPT ESTIMATE

Signature_____

Subtotal	$1,850.00
Sales Tax (8.75%)	$0.00
Total	$1,850.00

Attachment: Est_19644_from_A_24_HOUR_DOOR_NATIONAL_INC_22728 (RES-2025-979 : Emergency Purchase Authorization - Window

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31137

COMMUNICATION 2025-112 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 330 Maple Road

Letter from Sean Hopkins, Esq. regarding the proposed sports complex project at 330 Maple Road.

11/10/2025
Referred to Town Attorney, Planning and include in Resolution 2025-944

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

November 5, 2025

Daniel Howard, Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Application for Relief of Zoning Conditions
Proposed Sports Complex Project [Z-2007-3A]
Address: Portion of 330 Maple Road
Applicant/Project Sponsor: 716 Sports Complex, LLC

Dear Mr. Howard:

Based on recent input that has been received from the Town in connection with pending request for relief of zoning conditions previously imposed by the Twon Board, the Project Sponsor is requesting that the amended restrictions consist of the following:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site including but not limited to signage for the Project and green stormwater management improvements.

2. No freestanding drive-thru fast-food restaurants shall be permitted on the Project Site.

3. No freestanding drive-thru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

An updated version of the previously submitted Amended Declaration of Restrictions consistent with the above updated list of proposed restrictions is attached as Exhibit "1".

Please feel free to contact me at (716) 510-4338 or via e-mail at shopkins@hsmlegal.com if you have any questions.

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 Californica Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Scott A. Marshall, Principal Planner
Steven Bengart, Esq., Town Attorney
Dr. Brian McGrath, 716 Sports Complex, LLC
Dave Johnson, CPESC, CPSWQ, LaBella Associates
Blaine Schwartz, Esq.

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

Exhibit 1

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

AMENDED DECLARATION OF RESTRICTIONS

THIS AMENDED DECLARATION OF RESTRICTIONS ("***Amended Declaration***") is made as of the ___ day of _____, 2025 by **716 SPORTS COMPLEX, LLC**, a limited liability company formed pursuant to the laws of the State of New York, with an address of _____ under facts and circumstances summarized by the following recitals:

WHEREAS, Declarant is the owner of real property consisting of a portion of 330 Maple Road in the Town of Amherst as described in the attached Scheule "1" (the "***Project Site***");

WHEREAS, during its meeting held on _____ __, 2025, the Town of Amherst Town Board ("***Town Board***") adopted Resolution Number 2025-____ ("***Resolution***") for the purpose of granting relief for zoning conditions imposed by the Town Board on June 2, 2008 in connection with the rezoning of 218 and 330 Maple Road from CF to GB and R--3 to MFR-6, subject to conditions as set forth in the Resolution;

WHEREAS, this Amended Declaration has been executed by Declarant for the purpose of modifying and amending the Declaration of Restrictions as it pertain to the Project Site that was recorded at the Erie County Clerk's Office on June 2, 2008 at Liber 11147 of Deeds at Page 0967.

WHEREAS, the content of this Amended Declaration has been reviewed and approved by the Amherst Town Attorney's Office and the Town's Zoning Enforcement Officer.

NOW, THEREFORE, in exchange for good and valuable consideration the sufficiency of which is acknowledged, the Declarant, its successors and assigns, agrees to restrict the future use of the real property described in the attached Schedule "1" as follows:

1. There shall be a 101 ft. wide conservation area located along the Maple Road frontage of the Project Site ("Conservation Area"). There shall not be any buildings or parking spaces located in the Conservation Area. The only development permitted in the Conservation Area shall consist of driveway connections to Maple Road and improvements necessary for the development of the Project Site including but not limited to signage for the Project and green stormwater management improvements.

2. No freestanding drive-thru fast food restaurants shall be permitted on the Project Site.

3. No freestanding drlve-tbru pharmacies shall be permitted on the Project Site.

4. The Declarant agrees to be bound by all provisions of the Adult Use Code of the Town of Amherst as currently adopted or as amended or modified in the future. However, this provision shall not prohibit the operation of a bookstore or video store, which carries a broad inventory of books or videos or other materials directed toward the interest of the general public.

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

The restrictions being established shall be binding on all parties claiming thereunder and shall run and touch the Project Site except that the recorded restrictions can be changed, modified or eliminated by a majority vote of the Town Board.

IN WITNESS WHEREOF, the parties hereto have the full legal authority to execute this Amended Declaration of Restrictions.

716 SPORTS COMPLEX, LLC

By: _____

Title: _____

Print Name: _____

STATE OF NEW YORK)
ss.:
COUNTY OF ERIE)

On this __ day of _____, 202_, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the be the individual whose name is subscribed to within this instrument and acknowledged to me that he executed the same in his capacity, that they by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

SCHEDULE 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 67, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the north line of Maple Road, 1619.43 feet distant easterly from the westerly line of said Lot Number 67; thence northerly at right angles and parallel with the east line of Said Lot Number 67, a distance of 688.00 feet; thence easterly at right angles and parallel with the southerly line of said Lot Number 67 also being parallel with the north line of Maple Road, a distance of 1350.00 feet; thence southerly at right angles and parallel with the east line of said Lot Number 67, a distance of 688.00 feet to the said north line of Maple Road; thence westerly along the northerly line of Maple Road, a distance of 1350.00 feet to the place of beginning, containing 21.3 acres of land, more or less.

Attachment: Howard-Ltr-11-05-25 (COM-2025-112 : Correspondence from Sean Hopkins, Esq. - 330 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31128

COMMUNICATION 2025-113 **REFERRED**

Letters of Support - Proposed 716 Sports Complex

Letters of support from KC Mullett, President of Buffalo Athletics, Bill Maher, Canisius University and Kelly Truppo.

11/10/2025
Referred to be included in Resolution 2025-944

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

BUFFALO ATHLETICS

YOUTH SPORTS

Dear Amherst Town Board Members,

Buffalo Athletics proudly supports the proposed 716 Sports Complex. For years, we have provided flag football leagues for children ages 8-15, along with seasonal camps and competitive tournaments that foster teamwork, fitness, and community spirit.

The new complex will offer modern, dedicated turf fields we plan to rent year-round. This partnership will allow us to:

- Expand league divisions and serve hundreds more local youth.
- Host larger tournaments drawing regional teams and visitors.
- Run extended camps during school breaks and summers.

A state-of-the-art facility like 716 Sports Complex is essential to meet growing demand and keep programs affordable. It will strengthen youth sports, boost local economy, and provide safe spaces for families.

Thank you for your time.

KC Mullett, President Buffalo Athletics
buffaloathletics716@gmail.com
(716)-713-7937

Attachment: Buffalo Athletics Letter of Support-11-03-25 (COM-2025-113 : Letters of Support - Proposed 716 Sports Complex)

Department of Athletics

October 10, 2025

Town of Amherst Planning Board
Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Letter of Support for the 716 Sports Complex

Dear Members of the Planning Board:

I am writing on behalf of Canisius University to express my enthusiastic support for the proposed ***716 Sports Complex*** in the Town of Amherst. As a long-serving athletic director in Western New York and former chair of the Buffalo Sports Commission, I am deeply familiar with the region's sports landscape, and I am confident that this project would be a tremendous asset to the Town of Amherst and our broader community.

The proposed complex would begin to address what is a severe athletic and recreation facility shortcoming for indoor training space in our community. Beyond the value the facility would bring to Canisius University, our athletic conference, and the NCAA, at its core - it represents a tremendous step forward for young people we serve.

The plans for the facility, which include an indoor track, regulation sized turf field, and various support areas, represent a significant investment in regional athletics that will pay immediate dividends to the Town of Amherst, the experience of it's residents, and will deliver true economic impact back to the Town businesses. Understanding the needs of our program and that of our Conference (the Metro Atlantic Athletic Conference), I am certain that facility would regularly be used by our University as well as Conference and NCAA Championship events.

I have been a part of the Western New York sports community for over 30 years. During that time there have been many discussions about "indoor facilities" both private and public that I have participated in. The development of the ***716 Sports Complex*** is the most comprehensive effort I have seen. I am convinced that this public/private partnership would be a tremendous step forward for athletes of all levels in Western New York. It is a project that will deliver a positive impact on the Town of Amherst and the patrons who will use the facility. It would truly be a jewel in the WNY region and a facility that the Town of Amherst can point to as a success in serving the community while driving a measurable return on investment.

Thank you for your time and for considering the positive impact of this important project.

Sincerely,

Bill Maher

Vice President & Director of Athletics
Canisius University

2001 Main Street | Buffalo, NY 14208 | phone 716-888-2970 | fax 716-888-3174 | **www.gogriffs.co**

Attachment: Canisius Support Ltr-10-10-25 (COM-2025-113 : Letters of Support - Proposed 716 Sports Complex)

Kelly Truppo
49 Brockton Ridge
Buffalo, NY 14221

October 16, 2025

To Whom It May Concern:

My name is Kelly Truppo, and I am writing to express my full support for the development of a sports complex in our community. As a lifelong athlete, coach, and advocate for athletic development in Western New York, I strongly believe that a sports complex would be a transformative addition to the area and both for residents and for the broader regional athletic community.

I was a Division I track and field athlete at the University at Buffalo, specializing in the pole vault and long jump. Following my collegiate career, I served as Alden High School's Jumps Coach for four years and later as the Assistant Pole Vault Coach at UB for three years. I have also hosted numerous private training sessions for athletes throughout Erie County. My experience as both an athlete and coach has given me a deep understanding of the limitations of our current athletic infrastructure, especially with the weather in Western New York.

Across Western New York, track and field training facilities are not sufficient to support proper sprinting, jumping, or technical work. Many spaces are too small to sprint safely, and the lack of deceleration room significantly increases injury risk. Another example, my former roommate, a UB cross country runner, suffered multiple injuries while at UB from training indoors at Alumni Arena during the winter months, where the team was forced to run on thin carpet laid over concrete. These conditions are not only inadequate but also unsafe.

Having stepped back from collegiate coaching, I now focus primarily on private lessons, which I would absolutely continue and expand within a new sports complex. Such a facility would serve as a wellness and performance hub for the community, bringing together proper training space, rehabilitation resources, and opportunities for all ages to stay active and healthy. The addition of a community Wellness Center would also create a centralized space for athletic care, recovery, and most importantly education which is something currently lacking in Buffalo.

I've had the opportunity to visit facilities such as The Armory in NYC, the SPIRE Academy in Ohio, and the sports complex in Rochester. While those facilities are impressive, there is no reason Buffalo should not have a comparable or better venue. A modern complex here would not only support our local athletes but would also attract college recruiters, athletic events, and competitions, putting Buffalo on the map as a serious destination for athletic development. I wish I had this as an athlete years ago and would have helped me in High School as well with training and being recruited by top schools. Right now, we aren't even considered in this area.

In addition to the athletic benefits, the economic impact would be substantial. Hosting regional and national events would bring visitors, teams, and families to Buffalo, increasing local

Attachment: Kelly Truppo Ltr-10-16-25 (COM-2025-113 : Letters of Support - Proposed 716 Sports Complex)

business for restaurants, hotels, and retail. Including a storefront with high-quality athletic gear would also serve a need in this area, as many athletes currently have to order specialized equipment online and never know exactly what they are getting.

In summary, building a sports complex in Buffalo would be an investment in the health, safety, and future of our community. It would strengthen our local economy, support athletes of all levels, and provide a gathering place that promotes excellence, wellness, and pride. I urge the town board to move forward with this project. It would be a missed opportunity not to bring something of this caliber to Western New York.

Please call or email me with any follow up questions you may have. Thank you for your time and consideration.

Sincerely,
Kelly Truppo

Attachment: Kelly Truppo Ltr-10-16-25 (COM-2025-113 : Letters of Support - Proposed 716 Sports Complex)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31138

COMMUNICATION 2025-114 **REFERRED**

Correspondence from Erica Burzynski - Sidewalk Snow Relief Program

Letter from Erica Burzynski regarding the request to be added to the Town's sidewalk snow relief program.

11/10/2025
Referred to Town Attorney and Highway

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Town of Amherst – Formal Letter to Highway Department and Town of Amherst Town Board

To be entered into public record at the next Town of Amherst Town Board meeting

From:
Erica Burzynski
412 Dan Troy Drive
Amherst, NY 14221

Date: October 31, 2025

To:
Mr. Steven Floss
Superintendent of Highways
Town of Amherst Highway Department
1042 North Forest Road
Williamsville, NY 14221

Cc:
Town of Amherst Town Board
c/o Supervisor Brian Kulpa
5583 Main Street
Williamsville, NY 14221

And:
Shawn A. Lavin, Deputy Supervisor
Francina Spoth, Town Clerk
Jacqualine G. Berger, Councilmember
Angela Marinucci, Councilmember
Michal Szukala, Councilmember

Subject: Urgent Request for Inclusion in the Town of Amherst Sidewalk District Relief Program – Public Safety and Unanswered Correspondence (2023–2025)

Dear Mr. Floss and Members of the Town Board,

I am writing to renew and formally elevate my long standing request—first submitted in March 2023—to have the sidewalk alongside Sheridan Drive (adjacent to 412 Dan Troy Drive) included in the Town of Amherst Sidewalk District Relief Program. Despite multiple written and email communications with both the Highway Department and Town Board,

Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)

including follow-ups extending through October 2025, my requests have not received a definitive response.

In previous exchanges with Patrick Lucey, Daniel Ulatowski, Paul Anderson, William Prenevau, John Whitehead, and other members of the Town administration, I have been advised that program expansion is dependent on available equipment and board authorization. While I understand the resource limitations, I must stress that this delay has now persisted for over two years—without progress or acknowledgment—even as safety conditions have continued to deteriorate.

Public Safety Concerns

The sidewalks along Sheridan Drive are among the most heavily trafficked pedestrian routes in Amherst. These sidewalks border a state-maintained highway, used daily by school children, public transit riders, and community members accessing nearby residential and commercial areas.

Currently, homeowners such as myself are being held responsible for the clearing of sidewalks not within our property boundaries or surveys, and adjacent to a major state roadway that receives extensive plow service throughout the winter. The resulting snowbanks and packed ice create extremely hazardous walking conditions, forcing pedestrians into the roadway—especially seniors, disabled residents, and children walking to nearby bus stops and schools and commercial space.

In my email dated April 4, 2023, I wrote:

"It's nearly impossible for anyone who lives on Sheridan Drive to clear sidewalks, assuming this is why the snow removal program was put in place. In my opinion, it's really negligent on the town and state's behalf to push this snow removal responsibility to homeowners who are not equipped with the proper machinery or manpower to engage in this type of snow removal."

That concern remains unresolved today. Each winter, the situation becomes more dangerous, not just for residents, but for anyone who uses these sidewalks.

Request for Immediate Consideration

Given these circumstances, I respectfully urge the Town Board and Highway Department to take immediate steps to:

1. Acknowledge receipt of this letter and the prior communications dating back to 2023.
2. Re-evaluate the eligibility of Sheridan Drive where my home address is 412 Dan Troy Drive for inclusion in the Sidewalk District Relief Program.

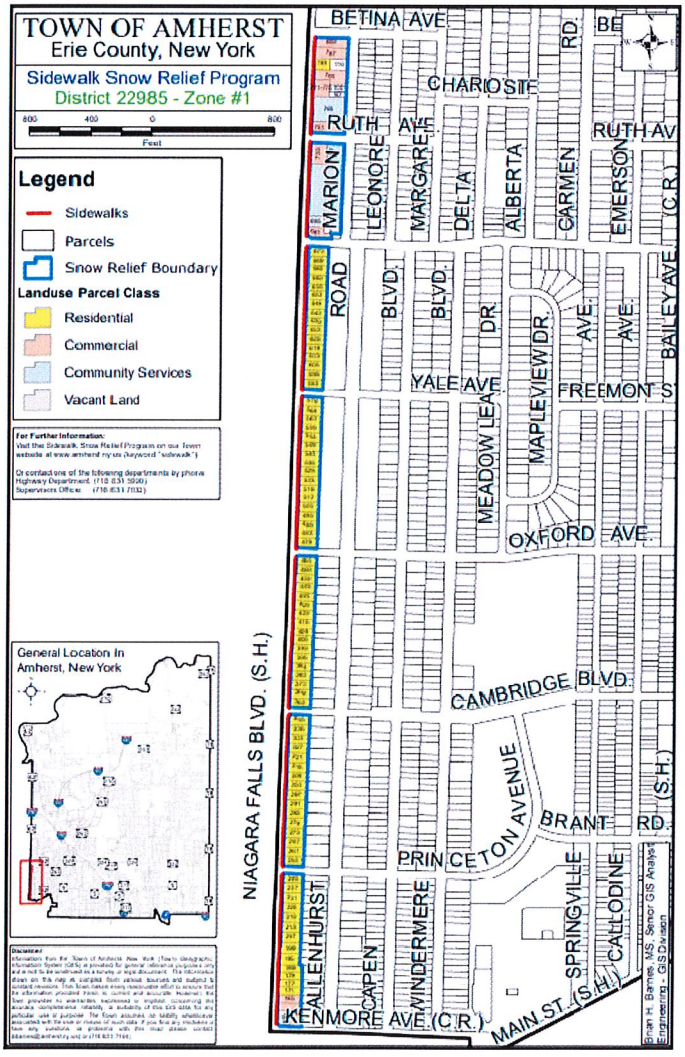
Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)

3. Prioritize this area for expansion of the program during the 2025–2026 winter season, based on the demonstrated and ongoing public safety risks.
4. Provide a written response outlining any procedural steps or documentation still required from affected homeowners.

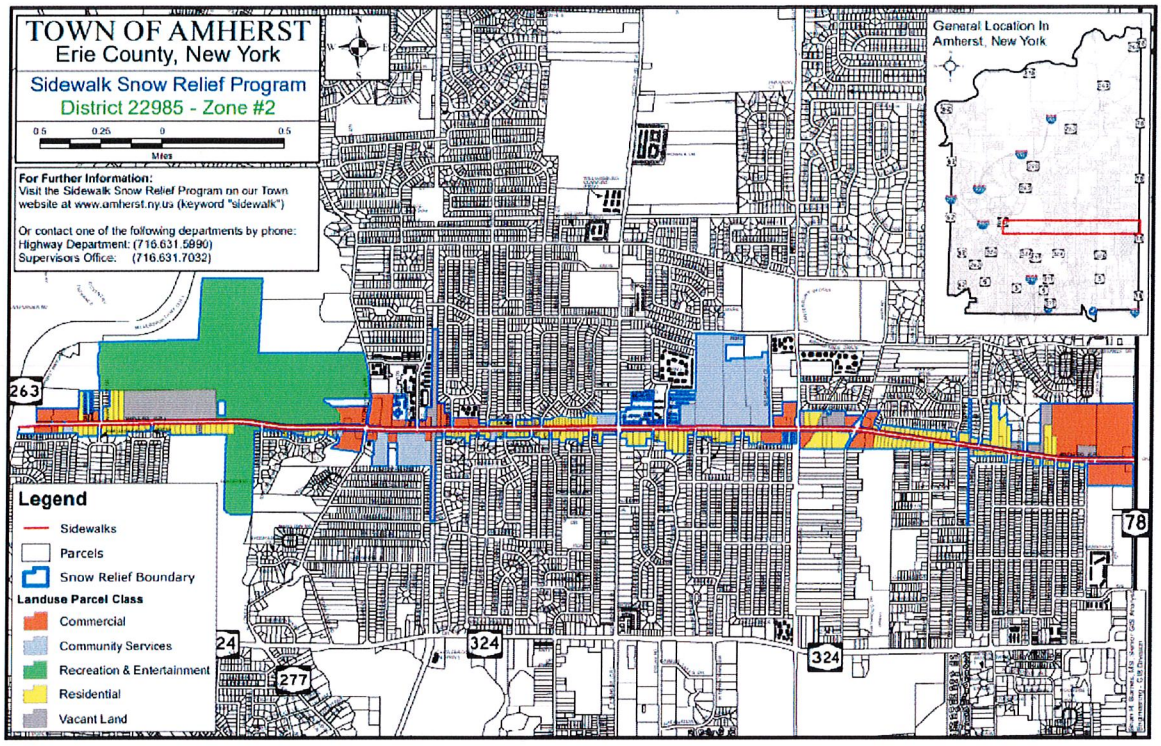
Conclusion

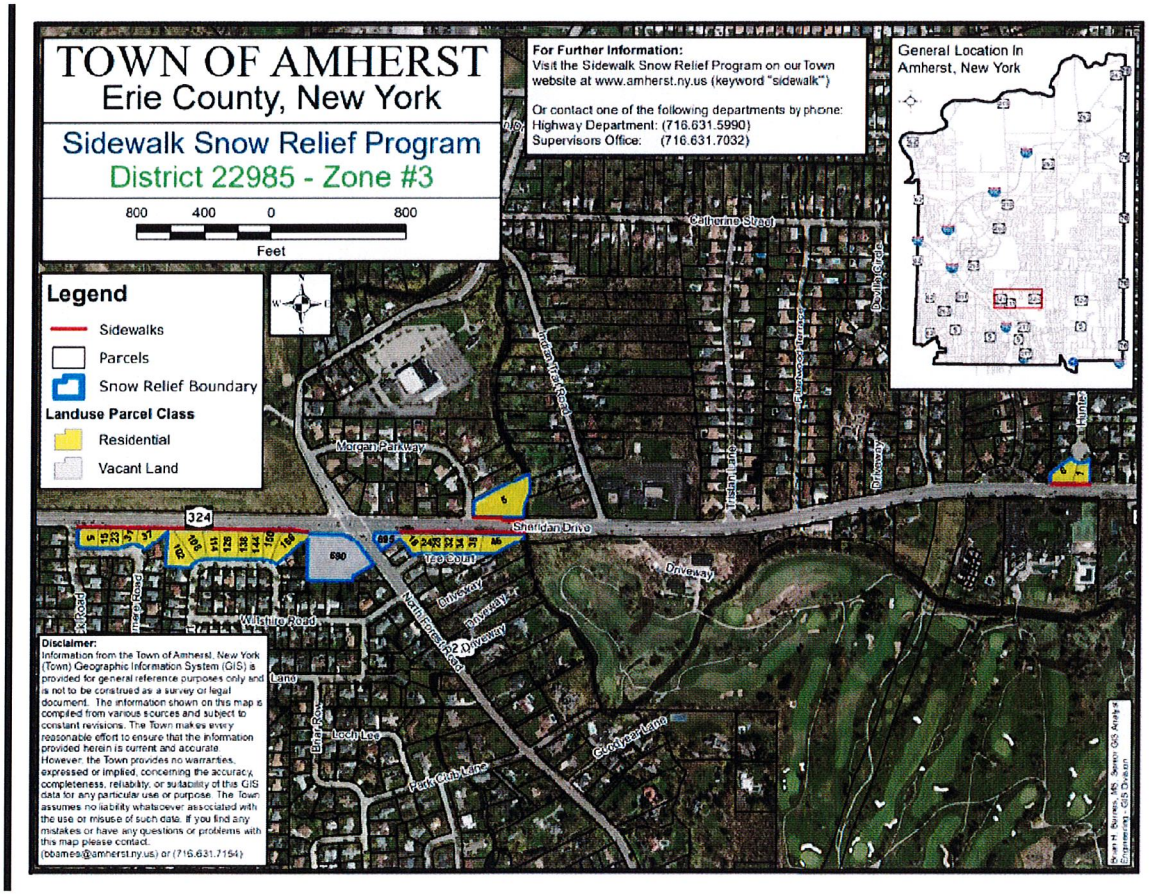
The extension of the Sidewalk District Relief Program to Sheridan Drive is not merely a matter of fairness—it is a critical public safety issue that affects all Amherst residents and visitors who depend on accessible, cleared sidewalks. Continuing to place the burden of state-road snow removal on private citizens is impractical, inequitable, and hazardous.

Many are already included in this program with similar "boundaries" drawn along Sheridan Drive or that have frontage or rear property boundaries. See ZONES below, specifically ZONE 12:

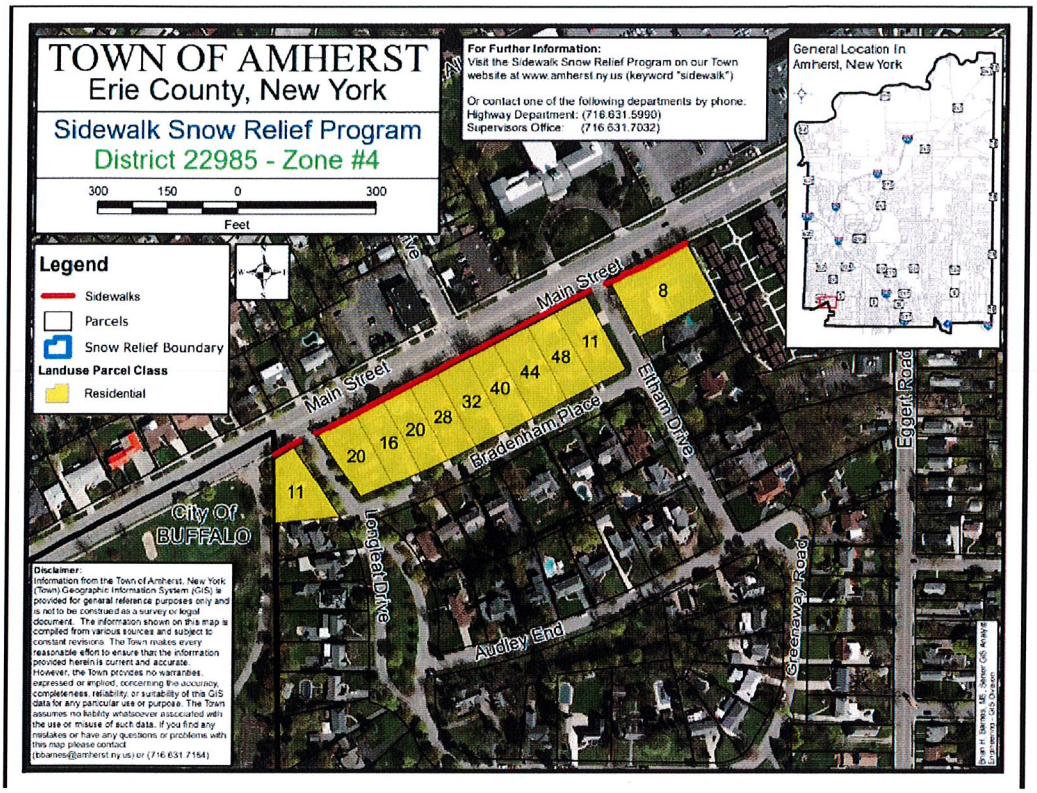


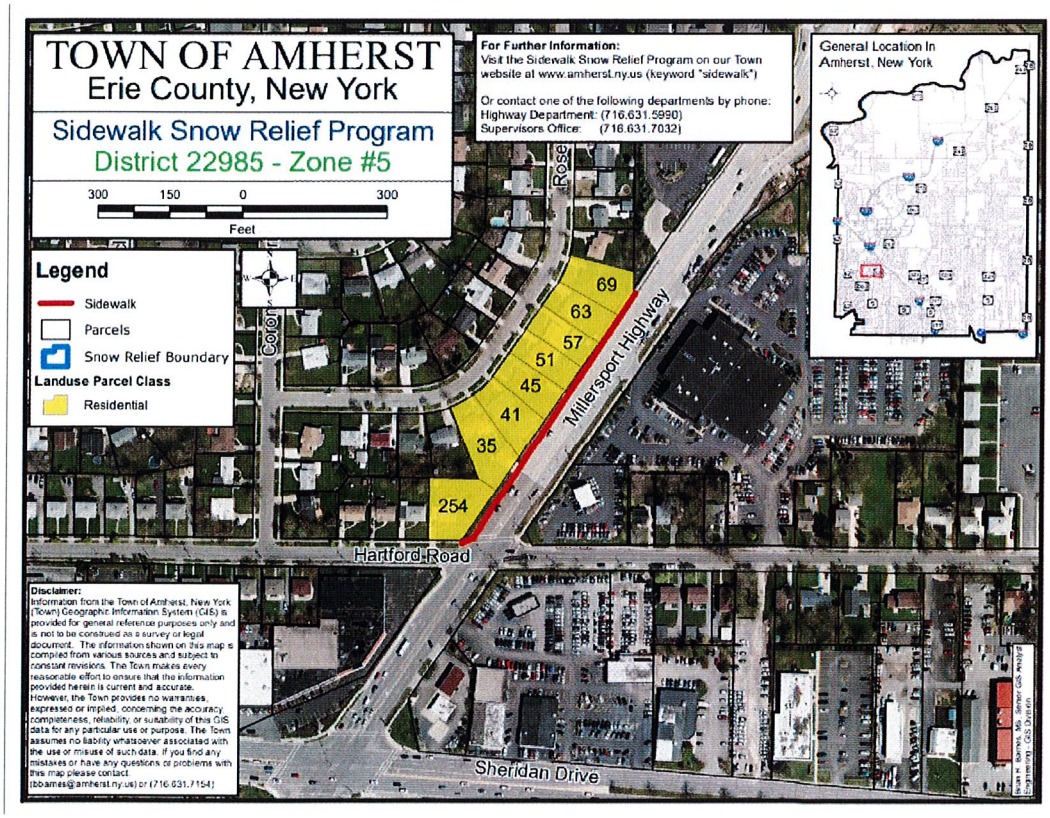
Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)



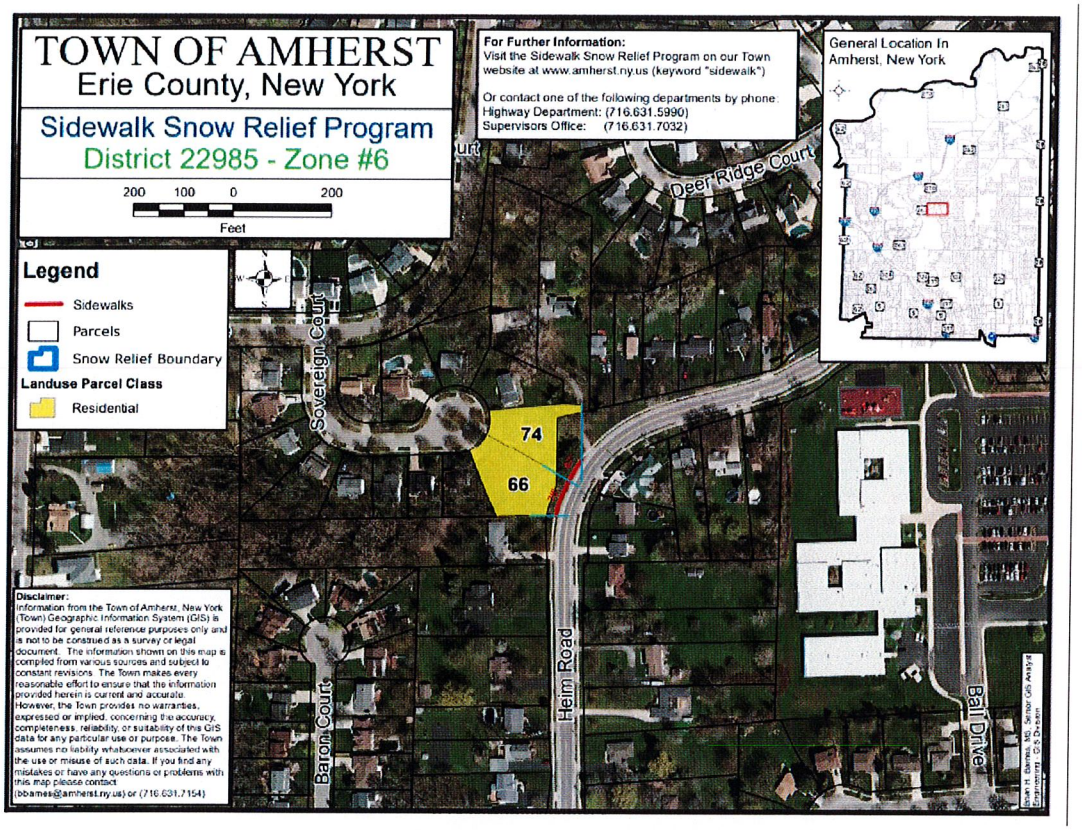


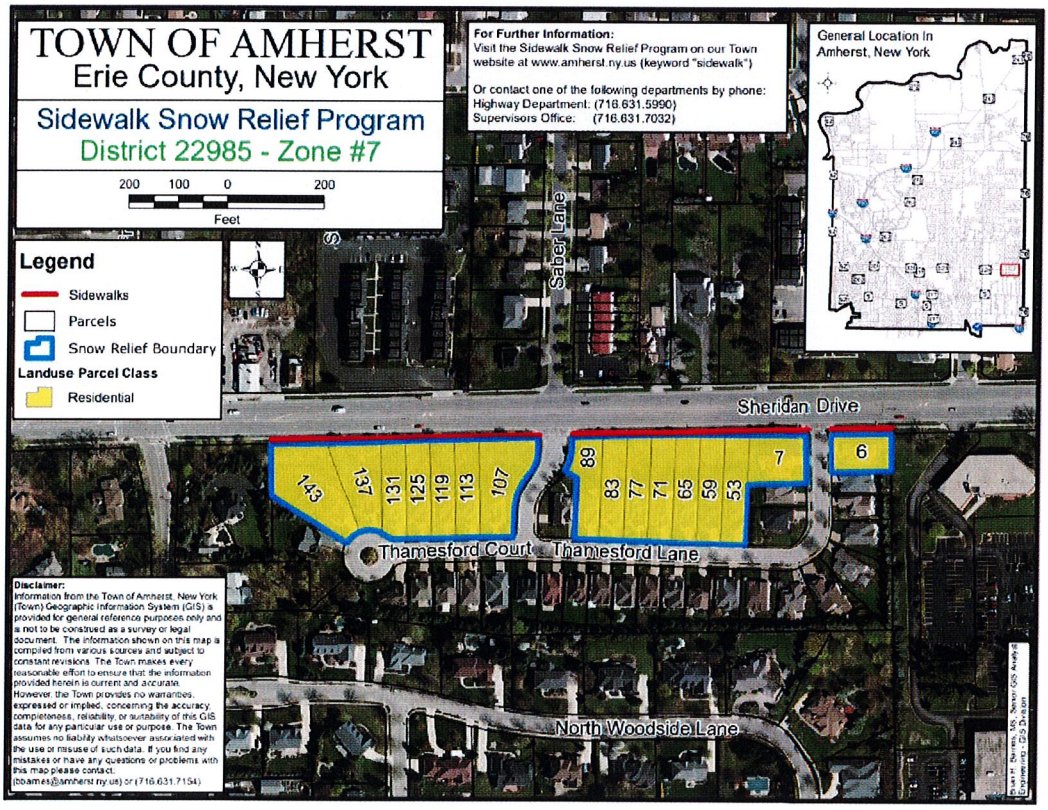
Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)



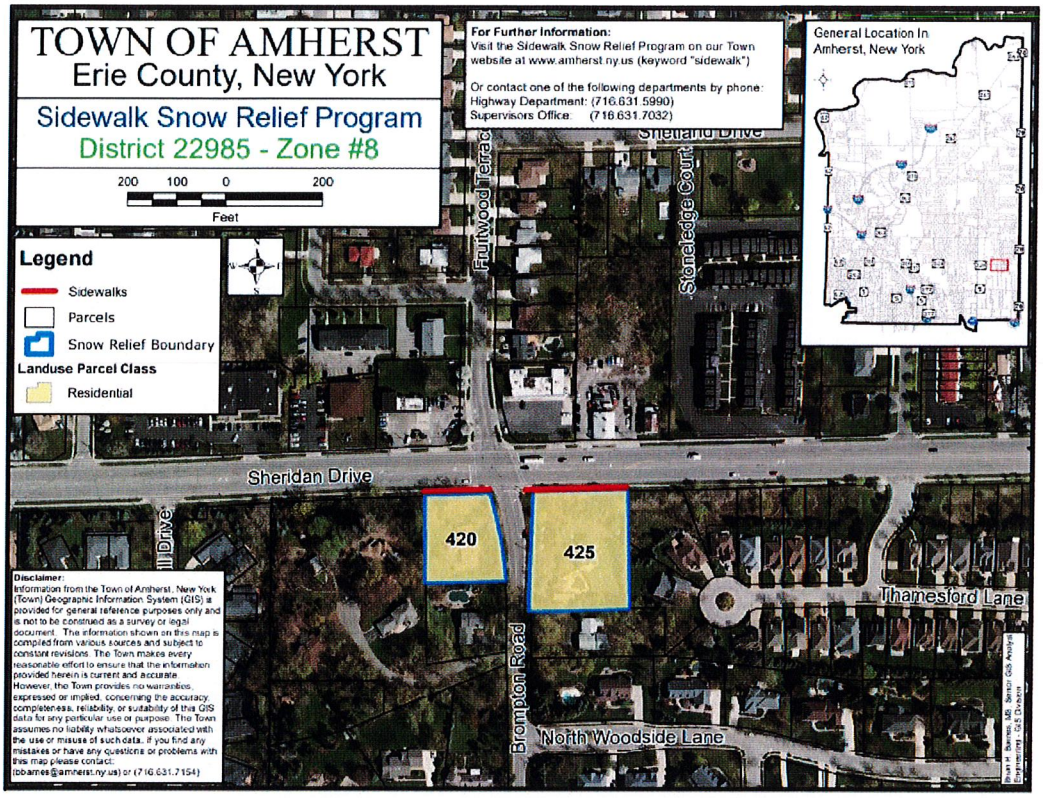


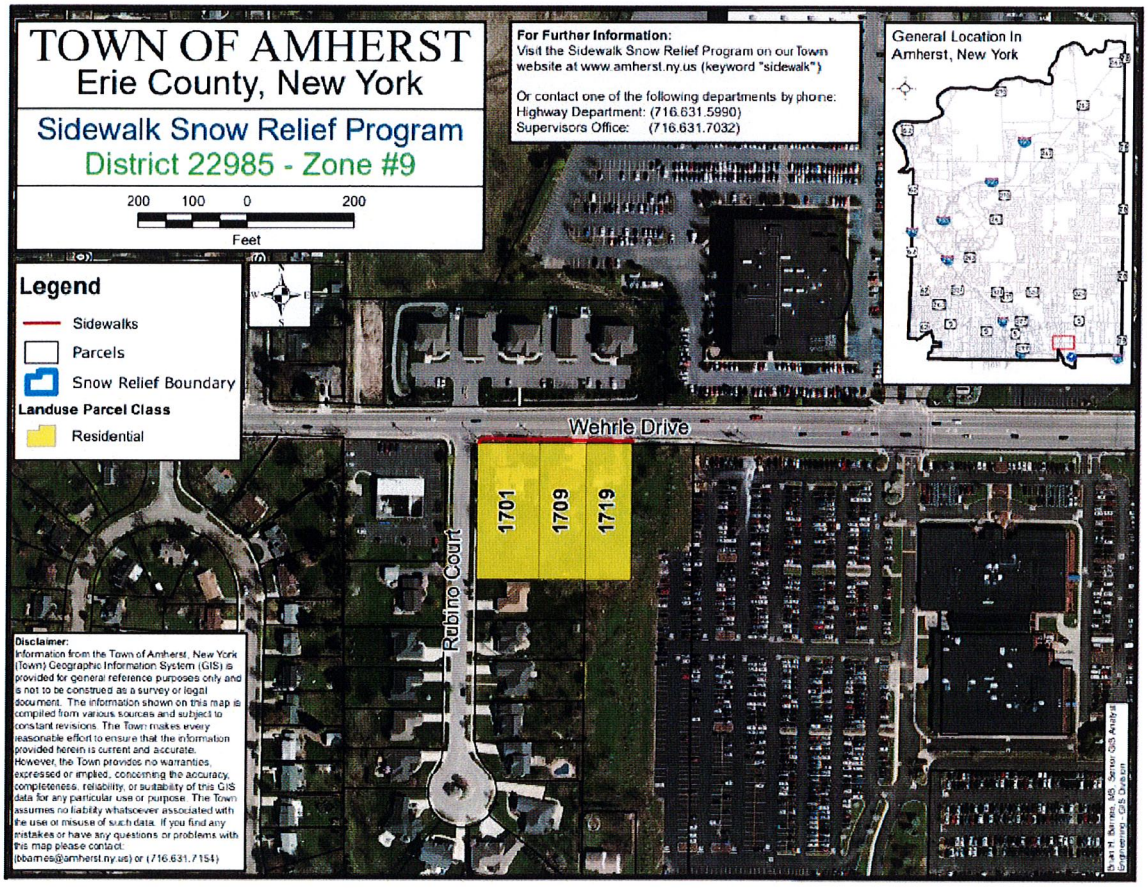
Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)



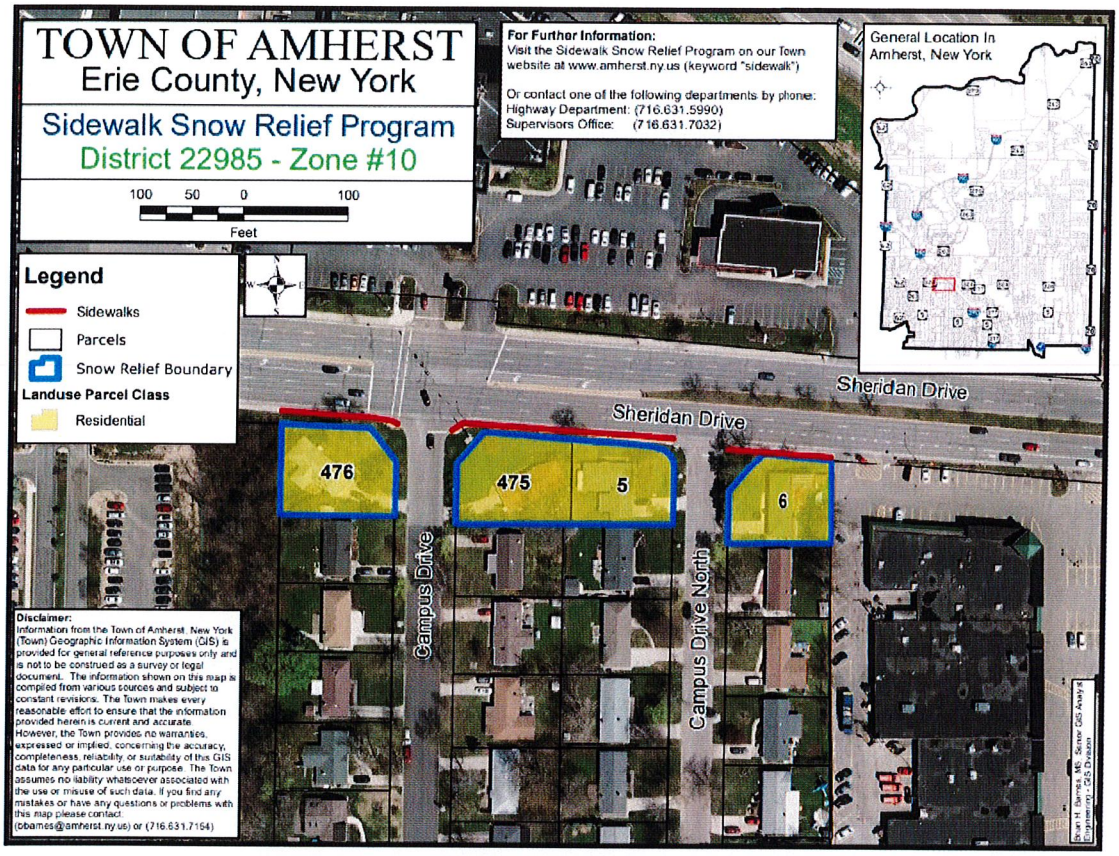


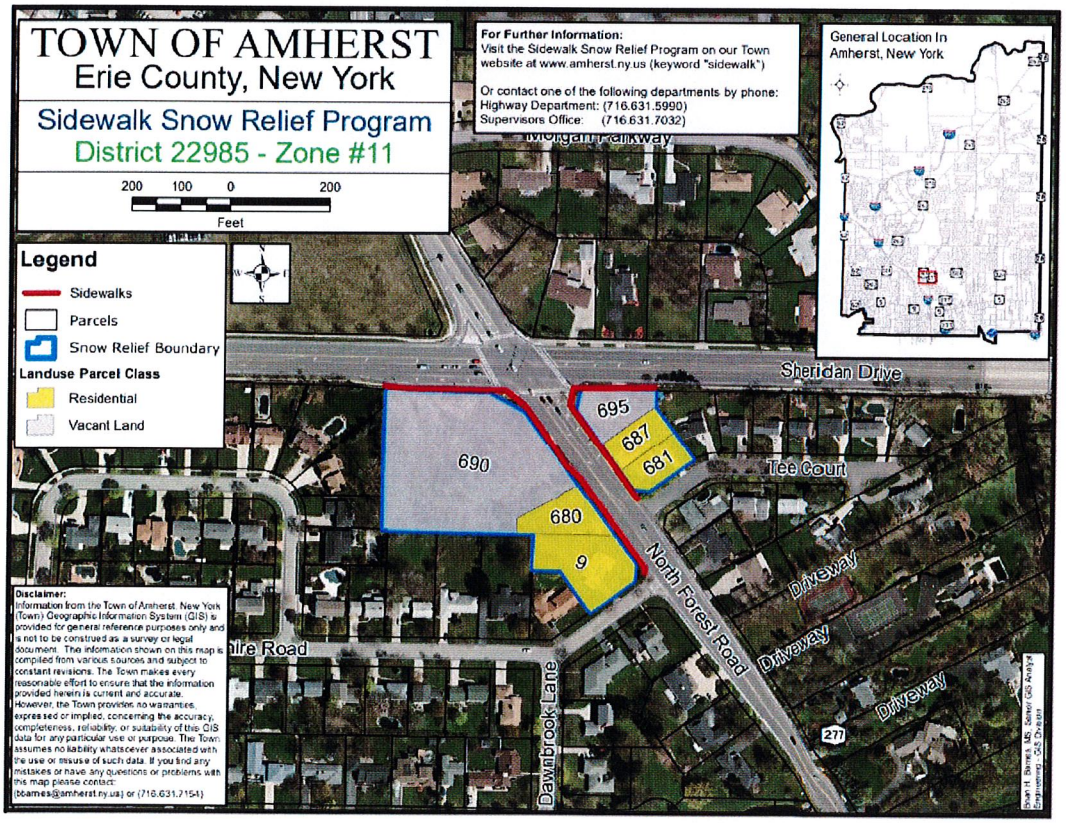
Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)



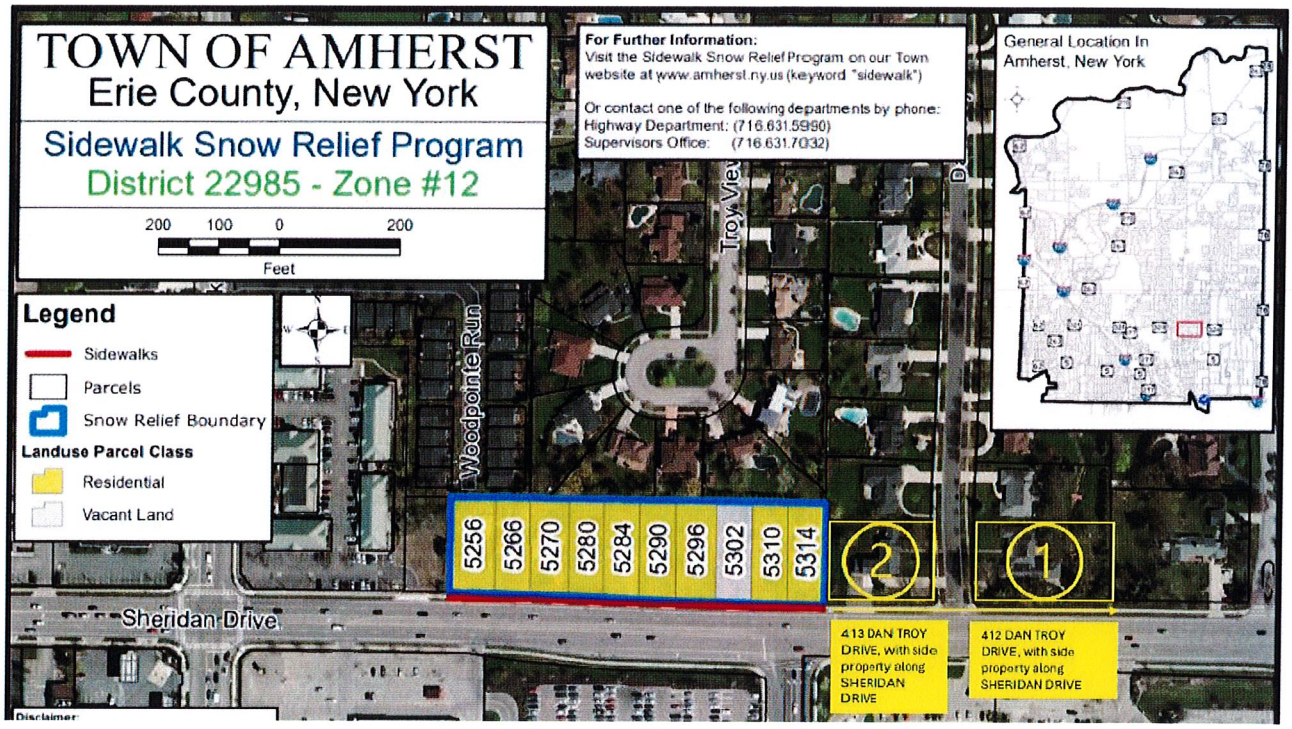


Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)





Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)



I appreciate your immediate attention to this matter and respectfully request a formal response within thirty (30) days.

Sincerely,

Erica M. Burzynski

Erica Burzynski
Resident, 412 Dan Troy Drive, Amherst, NY 14221 |

Attachments/Above/Source:

1. Email correspondence (March 2023 – October 2025)
2. April 4, 2023 email re: sidewalk safety and liability concerns
3. Program reference: Amherst Sidewalk Snow Relief Program – https://www.amherst.ny.us/content/projects.php?dept_id=dept_10&proj_id=proj_0 1&neworder=25

Sidewalk Snow Relief District Service Zone Maps

- Zone 1 – Niagara Falls Boulevard
- Zone 2 – Maple Road

Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)

- **Zone 3 – Sheridan Drive** (lots with rear property boundaries along Sheridan Drive from Fenwick Drive to Ellicott Creek, and 1 & 6 Hunters Lane with rear property along Sheridan Drive)
- **Zone 4 – Main Street** (lots with rear property boundaries along Main Street from Longleat Pkwy. to Eltham Drive)
- **Zone 5 – Millersport Highway** (lots with rear property boundaries along Millersport Highway located along Rosemont Drive, and 254 Hartford)
- **Zone 6 – Sovereign Court** (66 & 74 Sovereign Ct., lots with rear property lines along Heim Road)
- **Zone 7 – Thamesford Court/Lane** (lots with rear property boundaries along Sheridan Drive)
- **Zone 8 – Sheridan Drive** (Sheridan Drive frontage for 420 & 425 Brompton Road)
- **Zone 9 – Wehrle Drive** (Frontage for 1701, 1709, & 1719 Wehrle Drive)
- **Zone 10 – Sheridan Drive at Campus Drive and Campus North** (residential lots along the south side of Sheridan Drive)
- **Zone 11 – North Forest Road** (East side from Tee Court north to Sheridan Drive and West side from Wiltshire Road to Sheridan Drive)
- **Zone 12 – Sheridan Drive** (Frontage from 5256 to 5314 Sheridan Drive)

4. Town Code §83-9-5 – Sidewalk Maintenance – **https://ecode360.com/13369824**
5. Amherst_Sidewalk_Relief_Program_Signatures - IN PROGRESS
6. Amherst_Sidewalk_Relief_Program_Request_Form - ATTACHED
7. Zone Documentation

Attachment: burzynski letter (COM-2025-114 : Correspondence from Erica Burzynski - Sidewalk Snow Relief Program)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31094

COMMUNICATION 2025-115 **REFERRED**

Notice of Claim: Jenifer Grasha Vs. Town of Amherst

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

STATE OF NEW YORK
SUPREME COURT

OCT 27 2025 PM2:1

IN THE MATTER OF THE CLAIM OF
JENIFER GRASHA,

Claimants,

NOTICE OF CLAIM

-against-

TOWN OF AMHERST, NEW YORK

Respondents.

PLEASE TAKE NOTICE, that JENIFER GRASHA, pursuant to statutes and such cases made and provided, do hereby make claim against the TOWN OF AMHERST, NEW YORK and in support of such claim does hereby state the following:

1. The Claimant's post office address is

2. The Claimant's attorney is The Law Offices of Roland M. Cercone, PLLC, 484 Delaware Avenue, Buffalo, New York 14204.

3. The nature of this claim is for negligence.

4. The claim arose on or about July 30, 2025, at approximately 8:30 p.m., in the walkway area of Bassett Park, in the Town of Amherst, County of Erie, and State of New York.

5. The Claimant was walking on the walkway when she stepped on the edge of a section that had a four-inch drop-off, causing her to fall and sustain multiple serious injuries.

6. The Claimant suffered multiple serious injuries including, but not limited

Attachment: DOC102725-10272025145439 (COM-2025-115 : Notice of Claim: Jenifer Grasha Vs. Town of Amherst)

to, multiple fractures of her foot, a fractured wrist, sprain and strain injuries, internal derangement to her knee, foot, wrist, right thumb, and right elbow, medial and lateral epicondylitis, as well as multiple contusions in those areas.

7. That the negligence of the Respondent was in the failure to properly and adequately light the public walkway area, failure to properly and adequately mark or warn the public of a hazardous condition, and in designing, constructing, and/or maintaining a walkway with a significant drop-off in the particular area where the accident occurred, as opposed to the more level and safe areas of the walkway throughout the park, all due to the negligence and carelessness of the Respondent and/or its agents, servants, and/or employees.

8. Upon information and belief, the Respondent was responsible for the ownership, maintenance, inspection, repair, and control of the subject walkway located in Bassett Park in the Town of Amherst, County of Erie, and State of New York.

9. That by reason of the condition of the premises and the negligence of the Respondent, the Claimant, JENIFER GRASHA, suffered certain severe, permanent, and painful internal and external injuries, with resulting medical expenses and physical impairment, all to her damage pursuant to General Municipal Law §50(e) and CPLR §3017(c).

10. That the amount of damages sought by the Claimant exceeds the jurisdictional limits of all lower courts, and this action is properly brought before the Supreme Court of Erie County, New York, pursuant to CPLR §3017(c).

WHEREFORE, the Claimant requests this claim be allowed and paid by the Respondent, TOWN OF AMHERST, New York.

Attachment: DOC102725-10272025145439 (COM-2025-115 : Notice of Claim: Jenifer Grasha Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31110

COMMUNICATION 2025-116 **REFERRED**

Notice of Claim: Charter Communications, Inc. Vs. Town of Amherst

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

In the Matter of the Claim of
Charter Communications, Inc.
-against-
TOWN OF AMHERST

To: Town of Amherst
Attn: Francina Spoth, Town Clerk
5583 Main Street
Williamsville, NY, 14221

PLEASE TAKE NOTICE that the undersigned claimant herby makes claim and demands against you as follows:

1. The name and post office address of the claimant is:

PROJECT RESOURCES GROUP, INC. as assignee of
Charter Communications, Inc.
6399 Fiddlers Green Circle
Greenwood Village, CO 80111

2. The nature of the claim: Damage to telecommunications facilities and related hardware owned by Charter Communications.

3. The time when, the place where, and the manner in which the claim arose:

DATE: September 4, 2025

PLACE: At or near 79 Odessa Drive, East Amherst, NY

MANNER: Employees/agents of the of the Town of Amherst of Public Works were conducting excavating at or near the above referenced address without a locate ticket when they struck and damaged telecommunications facilities owned by Charter Spectrum.

4. The items of damage claimed are:

Costs incurred to make area safe, repair and/or replace facilities.

PRG Claim No. 189025

Attachment: DOC103125-10312025144917 (COM-2025-116 : Notice of Claim: Charter Communications, Inc. Vs. Town of Amherst)

OCT 31 2025 PM2:01

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31098

COMMUNICATION 2025-117

REFERRED

Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst Et Al.

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

15.6.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST,

Plaintiff,

-against-

ALA SALLAJ; TOWN OF AMHERST; UNIFUND CCR PARTNERS ASSIGNEE OF PALISADES COLLECTIONS, LLC AS ASSIGNEE OF CITIBANK; and "JOHN DOE 1" through "JOHN DOE 12", said names being fictitious, parties intended being possible tenants or occupants of premises, or corporations, other entities or persons who claim, or may claim, a lien against the premises

Defendants.

INDEX NO.:

SUMMONS

Plaintiff Designates ERIE County as the Place of Trial

Premises:
274 Vine Lane
Amherst, NY 14228

Venue is based upon the county in which the premises are situated

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); the United States of America may appear or answer within 60 day of service hereof; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

4924-1360-5478, v. 1

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

15.6.a

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this Summons and Complaint by serving a copy of the answer on the attorney for the Mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered, and you can lose your home.
Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.
Sending a payment to your Mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

DATED: October 16, 2025
New York, New York

Ryan Hertzel, Esq.
HILL WALLACK LLP
Attorneys for Plaintiff
261 Madison Avenue
9th Floor, Suite 940-941
New York, NY 10016
Phone: 929-594-2228
Email: rhertzel@hillwallack.com

4924-1360-5478, v. 1

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST,

Plaintiff,

-against-

ALA SALLAJ; TOWN OF AMHERST; UNIFUND CCR PARTNERS ASSIGNEE OF PALISADES COLLECTIONS, LLC AS ASSIGNEE OF CITIBANK; and "JOHN DOE 1" through "JOHN DOE 12", said names being fictitious, parties intended being possible tenants or occupants of premises, or corporations, other entities or persons who claim, or may claim, a lien against the premises

Defendants.

INDEX NO.:

COMPLAINT

Premises:
274 Vine Lane
Amherst, NY 14228

Plaintiff, by its attorneys, HILL WALLACK LLP, complaining of the Defendants, alleges upon information and belief as follows:

1. That the Plaintiff herein is, and at all times hereinafter mentioned was, a national banking association organized and existing under the laws of the United States of America and acting as owner trustee.

2. On or about November 9, 2001, Ala Sallaj executed and delivered to GreenPoint Mortgage Funding, Inc. , a certain Note ("Note"), whereby Ala Sallaj covenanted and agreed to pay the sum of $85,500.00, with interest on the unpaid balance thereof, with the initial rate being 8.5 percent per annum beginning January 1, 2002 and monthly thereafter until said Note is fully paid, except that the final payment of principal and interest remaining due, if not sooner paid shall become due and payable on December 1, 2031. A true and correct copy of the Note is attached hereto as **Exhibit "A"**.

4924-1360-5478, v. 1

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

3. As collateral security for the payment of said indebtedness, defendant(s) Ala Sallaj executed, acknowledged and delivered to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for GreenPoint Mortgage Funding, Inc. a Mortgage ("Mortgage") dated November 9, 2001 in the amount of $85,500.00 and recorded on November 9, 2001, in LIBER: 12957; PAGE: 4210, in the Office of the Clerk of ERIE County, New York on a certain real property known as 274 Vine Lane, Amherst, NY 14228 the "Premises". A true and correct copy of the Mortgage is attached hereto as **Exhibit "B"**.

Said Mortgage premises being known as and by street address:
274 Vine Lane, Amherst, NY 14228
Section: 26.11
Block: 1
Lot: 17

Said Premises are more fully described in Schedule "A", annexed hereto and made a part hereof.

4. Said Mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. to OCWEN LOAN SERVICING, LLC by assignment recorded on September 3, 2015, in Book: 13736, Page: 2449 in the ERIE County Clerk's Office.

5. Said Mortgage was assigned from PHH MORTGAGE CORPORATION SUCCESSOR BY MERGER TO OCWEN LOAN SERVICING, LLC to BAYVIEW LOAN SERVICING, LLC by assignment recorded on November 2, 2019, in Book: 13917, Page: 4598 in the ERIE County Clerk's Office.

6. Said Mortgage was assigned from COMMUNITY LOAN SERVICING, LLC F/K/A BAYVIEW SERVICING, LLC BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-

Attachment: DOC102925-1029202509134 4 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

FACT to NATIONSTAR MORTGAGE, LLC by assignment recorded on September 15, 2022, in Book: 13923, Page: 3047 in the ERIE County Clerk's Office.

7. The above Note/Mortgage loan was modified in writing by an Unrecorded Loan Modification Agreement on or about December 19, 2023, between Ala Sallaj and Nationstar Mortgage LLC. And, amongst other things, the principal balance was modified to the amount of $150,845.87 effective February 1, 2024. A true and correct copy of the Unrecorded Loan Modification is attached hereto as **Exhibit "D"**.

8. Said Mortgage was assigned from NATIONSTAR MORTGAGE, LLC to U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR VRMTG ASSET TRUST by assignment recorded on February 23, 2024 in Book: 14067, Page: 5883 in the ERIE County Clerk's Office. The Assignments are annexed hereto collectively as **Exhibit "C"**.

9. Plaintiff (a) is the holder of the subject Note and Mortgage, or has been delegated the authority to institute a Mortgage foreclosure action by the holder of the subject Note and Mortgage; and (b) has complied with all the provisions of section five hundred ninety-five-a of the Banking Law and any rules and regulations promulgated thereunder, section six-L or six-M of the Banking Law, and (c) is in compliance with sending the ninety (90) day notice as required by RPAPL § 1304 and is in compliance with RPAPL § 1306, if applicable.

10. Said premises are subject to covenants, restrictions, easements of record, prior Mortgages and liens, and amendments thereto, if any; to any state of facts and accurate survey may show; railroad consents and sewer agreements, and to utility agreements, municipal and governmental zoning, rules, regulations and ordinances, if any.

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

11. That the Mortgagors, their successors, assigns and/or transferees, have failed to comply with the terms and conditions of said above named instrument(s) by failing or omitting to pay the installment which became due and payable as of April 1, 2025 and also by failing or omitting to pay the installment which became due and payable each and every month thereafter to the date hereof, although duly demanded.

12. Plaintiff notified the Mortgagor(s) of the default under the terms of the Note and Mortgage however, the Mortgagor failed to remedy the default.

13. Pursuant to the terms of the Note and Mortgage, the Plaintiff has elected and does hereby elect to declare the entire principal balance to be due and owing.

14. By reason of the foregoing, there is now due and owing from the Mortgagor(s) to Plaintiff the principal sum of $104,227.56 plus interest and late charges and $46,230.00 of deferred principal.

15. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of commencement of this action of any or all of the defaults mentioned herein, and such election shall continue and remain effective until the costs and disbursements of this action and any and all future defaulted payments under the aforesaid Note and Mortgage occurring prior to the discontinuance of this action are fully paid.

16. That in order to protect its security, the Plaintiff may be compelled during the pendency of this action to pay taxes, assessments, water, sewer charges, insurance premiums, and other charges for the protection of the premises, and the Plaintiff requests that any sums so paid by it shall be added to the sum otherwise due herein and be deemed secured by said Mortgage and adjudged a valid lien on the premises described herein.

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

17. That each of the Defendant(s), including but not limited to the aforementioned Defendant(s), have or claim to have some interest in, or lien upon, the said Mortgaged premises or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the Plaintiff's Mortgage.

18. That the defendants "JOHN DOE 1" through "JOHN DOE 12", said names being fictitious, parties intended being possible tenants or occupants of premises, or corporations, other entities or persons who claim, or may claim, a lien against the premises.

19. That if the Premises consist of more than one parcel, Plaintiff respectfully requests that the judgment of foreclosure provide for the premises to be sold as one parcel.

20. There are no other pending proceedings at law or otherwise to collect or enforce said Note and Mortgage.

WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

A. That the Defendant(s) and all persons claiming under them, or any of them, subsequent to the filing of the Notice of Pendency of this action and the recording of the Mortgage in the Office of the Clerk of ERIE County, the county in which said Mortgaged premises are located, and every person whose conveyance or encumbrance is subsequent or subsequently recorded or subordinate, be forever barred or foreclosed of any and all right, title, claim, lien and equity of redemption of the said Mortgaged premises and each and every part thereof;

B. that the amount due to Plaintiff on its Note and Mortgage may be adjudged;

C. that the premises be sold according to law;

D. that the monies received from the sale may be brought into Court;

E. that Plaintiff be paid the amount adjudged to be due it with interest thereon to the time of such payment, together with the costs and disbursements of this action, together with Plaintiff's attorneys' fees, late charges, escrow advances and the expenses of said sale to the extent that the amount of such monies applicable thereto will pay the same;

F. that this Court, if requested, forthwith appoints a Receiver of the rents and profits of said premises and the usual powers and duties;

G. unless the Defendant(s), Ala Sallaj, has been discharged by the United States Bankruptcy Court for the underlying indebtedness owed to Plaintiff, that the Defendant, be

Attachment: DOC102925-1029202509134 4 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

adjudged to pay any deficiency which may remain after applying all of such monies as aforesaid in accordance with the law made and provided that Plaintiff have execution therefore;

H. Plaintiff specifically reserves its rights to share in any surplus monies arising from the sale of subject premises by virtue of its position as a judgment or other lien creditor excluding the Mortgage being foreclosed herein.

I. that the Plaintiff have such other and further relief as may be just and equitable together with the costs, allowances and disbursements of this action.

DATED: October 16, 2025
New York, New York

Ryan Hertzel, Esq.
HILL WALLACK LLP
Attorneys for Plaintiff
261 Madison Avenue
9th Floor, Suite 940-941
New York, NY 10018
Phone: 929-594-2228
Email: rhertzel@hillwallack.com

4924-1360-5478, v. 1

Attachment: DOC102925-10292025091344 (COM-2025-117 : Summons and Complaint: US Bank Trust National Association Vs. Town of Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
DOC ID: 31108

COMMUNICATION 2025-118 **REFERRED**

Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN Holdings LLC Vs. Town of Amherst Et Al.

11/10/2025
Referred to Town Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

SNORAC, LLC d/b/a ENTERPRISE RENT-A-CAR and EAN HOLDINGS, LLC,

Plaintiffs,

v.

TOWN OF AMHERST and

SEAN J. WHITHEAD

Defendants.

Index No.:
Date of Purchase:

SUMMONS

Plaintiff designates ERIE COUNTY as place of trial pursuant to CPLR §504(2)

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to Answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on Plaintiffs' attorneys within 20 days after the service of this Summons exclusive of the date of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York): and in case of your failure to appear or Answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Buffalo, New York
October 29, 2025

Christopher G. Floreale, Esq.
GERBER CIANO KELLY BRADY LLP
Attorneys for Plaintiffs
PO Box 1060
Buffalo, New York 14201
(716) 903-4051

OCT 31 2025 AM 12:14

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

15.7.a

TO: Alisa A. Lukasiewicz, Esq.
ALISA LUKASIEWICZ, PLLC
Attorneys for Defendants
222 1ST Street, Unit 1501
Niagara Falls, New York 14303
(716) 870-5376

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.)

15.7.a

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

SNORAC, LLC d/b/a ENTERPRISE RENT-A-CAR and EAN HOLDINGS, LLC,

Plaintiffs,

v.

TOWN OF AMHERST and SEAN J. WHITHEAD,

Defendants.

COMPLAINT

Index No.

Plaintiffs SNORAC, LLC d/b/a ENTERPRISE RENT-A-CAR and EAN HOLDINGS, LLC, by and through their attorneys, GERBER CIANO KELLY BRADY LLP, complaining of Defendants herein, allege as follows:

1. That on July 31, 2024, and at all times hereinafter alleged, Plaintiff SNORAC, LLC d/b/a ENTERPRISE RENT-A-CAR was, and still is, a foreign limited liability company formed in the State of Delaware and authorized to do business in New York.

2. That on July 31, 2024, and at all times hereinafter alleged, Plaintiff EAN HOLDINGS, LLC was, and still is, a foreign limited liability company formed in the State of Delaware and authorized to do business in New York.

3. That on July 31, 2024, and at all times hereinafter alleged, Defendant TOWN OF AMHERST, was, and still is, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.

4. That on July 31, 2024, and all times hereinafter alleged, Defendant TOWN OF AMHERST, was, and still is, a municipal corporation with its principal place of business in the County of Erie, State of New York.

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

5. That on July 31, 2024, and all times hereinafter alleged, Defendant SEAN J. WHITHEAD was, and still is, a resident of the

6. That on or about October 2, 2024, Plaintiffs duly presented a claim for damages upon which this action is founded to defendant TOWN OF AMHERST for adjustment in writing.

7. That more than 30 days have elapsed since Plaintiffs served said Notice of Claim upon Defendant TOWN OF AMHERST, and said Defendant has failed to make an adjustment for any claim set forth therein.

8. That this action was commenced within 1 year and 90 days after the accrual of this cause of action.

9. That Constantine Bekridakis, a risk manager at SNORAC, LLC, attended a hearing pursuant to General Municipal Law § 50-h on June 12, 2025, in connection with the subject claim.

10. That Sameera Sampath Kurumbara Arachchige, the driver of the rental vehicle, is scheduled to appear at a hearing pursuant to General Municipal Law § 50-h on December 17, 2025.

11. That Plaintiffs have complied with all conditions precedent to bringing this action.

12. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant TOWN OF AMHERST owned a motor vehicle bearing New York license plate number AB5895.

13. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant TOWN OF AMHERST had registered to it a motor vehicle bearing New York license plate number AB5895.

14. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant TOWN OF AMHERST managed a motor vehicle bearing New York license plate number AB5895.

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

15. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant TOWN OF AMHERST controlled a motor vehicle bearing New York license plate number AB5895.

16. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant TOWN OF AMHERST maintained a motor vehicle bearing New York license plate number AB5895.

17. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD operated a motor vehicle bearing New York license plate number AB5895.

18. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD managed a motor vehicle bearing New York license plate number AB5895.

19. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD controlled a motor vehicle bearing New York license plate number AB5895.

20. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD operated a motor vehicle bearing New York license plate number AB5895 with the knowledge, permission, and/or consent of Defendant TOWN OF AMHERST.

21. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD managed a motor vehicle bearing New York license plate number AB5895 with the knowledge, permission, and/or consent of Defendant TOWN OF AMHERST.

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

22. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD controlled a motor vehicle bearing New York license plate number AB5895 with the knowledge, permission, and/or consent of Defendant TOWN OF AMHERST.

23. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD was an employee of Defendant TOWN OF AMHERST.

24. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD was an agent of Defendant TOWN OF AMHERST.

25. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD was a servant of Defendant TOWN OF AMHERST.

26. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Defendant SEAN WHITHEAD operated a motor vehicle bearing New York license plate number AB5895 during the course of his employment, agency, and/or service with Defendant TOWN OF AMHERST.

27. That Defendant TOWN OF AMHERST was negligent in hiring Defendant SEAN WHITHEAD.

28. That on July 31, 2024, and at all times hereinafter alleged, Defendant TOWN OF AMHERST was negligent in supervising Defendant SEAN WHITHEAD.

29. That on July 31, 2024, and at all times hereinafter alleged, Defendant TOWN OF AMHERST was negligent in entrusting the motor vehicle bearing New York license plate number AB5895 to Defendant SEAN WHITHEAD.

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

30. That on July 31, 2024, and at all times hereinafter alleged, Defendant TOWN OF AMHERST, its servants, agents, and/or employees had a duty to maintain the motor vehicle bearing New York license plate number AB5895 in a reasonably safe condition.

31. That on July 31, 2024, and at all times hereinafter alleged, Defendant TOWN OF AMHERST, its servants, agents, and/or employees breached its duty to maintain the motor vehicle bearing New York license plate number AB5895 in a reasonably safe condition.

32. That on July 31, 2024, and at all times hereinafter alleged, Sameera Sampath Kurumbara Arachchige was operating a Nissan motor vehicle bearing Massachusetts license plate number 5XFZ89.

33. That on July 31, 2024, and at all times hereinafter alleged, Sameera Sampath Kurumbara Arachchige was operating a motor vehicle owned and registered to Plaintiff EAN HOLDINGS, LLC.

34. That on July 31, 2024, and at all times hereinafter alleged, Plaintiff EAN HOLDINGS, LLC is a vehicle title holding company affiliated with Plaintiff SNORAC, LLC.

35. Plaintiff EAN HOLDINGS, LLC leases vehicles to Plaintiff SNORAC, LLC who, in turn, rents vehicles to customers under the business/trade name of Enterprise Rent-A-Car.

36. That on July 30, 2024, Sameera Sampath Kurumbara Arachchige, rented the vehicle bearing Massachusetts license plate number 5XFZ89 from Plaintiff SNORAC, LLC.

37. That on July 31, 2024, and at all times hereinafter alleged, and upon information and belief, Sweet Home Road, in the County of Earie, State of New York, was, and still is, a public roadway.

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

38. That on July 31, 2024, and upon information and belief, Sameera Sampath Kurumbara Arachchige was operating the rental vehicle bearing Massachusetts license plate number 5XFZ89 southbound on Sweet Home Road in the County of Erie, State of New York.

39. That on July 31, 2024, and upon information and belief, Defendant SEAN WHITHEAD rear-ended Plaintiffs' vehicle.

40. That the collision was due solely to, and caused wholly as a result of, the negligent or reckless manner in which Defendants owned, operated, maintained, managed, and controlled its motor vehicle, without Plaintiffs in any way contributing thereto.

41. Defendants' negligence and recklessness, and upon information and belief, caused damage to Plaintiffs' vehicle in the amount of $16,549.38.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount to be determined upon trial by jury, together with the costs and disbursements in this action.

Dated: Buffalo, New York
October 29, 2025

Christopher G. Floreale, Esq.
GERBER CIANO KELLY BRADY LLP
Attorneys for Plaintiffs
PO Box 1060
Buffalo, New York 14201
(716) 903-4051

TO: Alisa A. Lukasiewicz, Esq.
ALISA LUKASIEWICZ, PLLC
Attorneys for Defendants
222 1ST Street, Unit 1501
Niagara Falls, New York 14303
(716) 870-5376

Attachment: DOC103125-10312025105739 (COM-2025-118 : Summons and Complaint: Snorac, LLC D/B/A Enterprise Rent-A-Car and EAN

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31160 **RESOLUTION 2025-980** **ADOPTED**

Demolition of 667 Emerson Drive CRS #5944

Suspension Item to Town Board Agenda of November 10, 2025
Demolition of 667 Emerson Dr. - CRS #5944

To: Deputy Supervisor Lavin

From: Lynda Juul, Director of Finance

Date: November 10, 2025

Re: Demolition of 667 Emerson Dr.

I am requesting that the resolution below be suspended in for the November 10, 2025 Town Board meeting. Bids were opened last Thursday, which was after the Town Board agenda deadline.

WHEREAS, the Contract Compliance and Administration Department received bids on November 6, 2025 for Bid #2025049 Demolition of 667 Emerson Drive; and

WHEREAS, the bid process resulted in a response from five (5) 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 Durable Demolition for their low bid of $24,282.00; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Durable Demolition; and

BE IT FURTHER RESOLVED, that approval is pending the successful completion of the Contract Routing System due to the fact that the buildings need to be demolished as soon as possible, and the next Town Board meeting is not until December 1st.

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N2421-4000; $24,282.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Bid #2025049 Demolition of 667 Emerson								
Low Bid			Vendor	ACP Buffalo	Empire Building Diagnostics	Durable Demolition	Metro Contracting & Environmental	Geiter Done of WNY
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION					
1	1	JOB	Demolition of 667 Emerson Dr. as per bid specifications	$38,000.00	$48,440.00	$24,282.00	$34,800.00	$39,900.00
			NO ADDITIONAL CHARGES WILL BE CONSIDERED					

Attachment: Bid Analysis Demo of 667 Emerson (RES-2025-980 : Demolition of 667 Emerson Drive CRS

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31165 **RESOLUTION 2025-981** **ADOPTED**

Supervising Tax Clerk/Town Clerk

Suspension to Town Board Agenda of November 10, 2025

TO: The Honorable Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: November 10, 2025

RE: Supervising Tax Clerk/Town Clerk

WHEREAS, please appoint a Supervising Tax Clerk to the Town Clerk's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective November 12, 2025 at an annual salary of $44,649, Grade 7, Step C; for Ashley Obstarczyk and

WHEREAS, contingent upon completing all pre-employment requirements;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves this appointment.

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

2026 Budget

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

Francina J. Spoth
Town Clerk

Meeting: 11/10/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31161 **RESOLUTION 2025-982** **ADOPTED**

Agreement with SUNY at Buffalo CRS #5872

SUSPENSION AGENDA ITEM: November 10, 2025

TO: Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: November 10, 2025

RE: **Agreement with SUNY at Buffalo - CRS #5872**

Authorize Supervisor to Sign Snow and Ice Control Agreement between TOA Highway Department and SUNY Buffalo, CRS #5872.

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of NY at Buffalo to provide Snow Removal and Ice Control.

This Agreement is for Snow Removal & Ice Control for the period starting 09/01/2025 through 08/31/2026. The State University of NY at Buffalo agrees to reimburse the Town of Amherst the sum of $64,943.51.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract which is subject to the Contract Routing System (CRS #5872).

11/10/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

D5142.02300

Revenue $64,943.51

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Shawn Lavin, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

TOWN OF AMHERST 2025-2026
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH
STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
    a. **Snow Season** shall be defined as beginning September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
    d. **Push Back** After a storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
    e. **Shelving/Benching** Additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean Jessica Smith/Senior Buyer, Procurement Services
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2025, and expiring August 31st, 2026, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2026.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to Remove snow and

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)

to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2025, through August 31st, 2026 - $64,943.51

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by December 15, 2025 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and 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. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)

13. **WAIVER:** Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. **ENTIRE AGREEMENT:** 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. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Jessica Smith
Senior Buyer, Procurement Services

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 9th day of October, 2025, before me, the undersigned, personally appeared Jessica L. Smith, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified In Erie County
My Commission Expires December 27, 2028

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)

2025-2026 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., July 24, 2025

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *that at the 14th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 24th day of July, 2025 A.D., a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has successfully contracted with local municipalities in Erie County for many years to provide snow removal and ice control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2025; and

WHEREAS, the County of Erie negotiated and recommends entering into three (3) year agreements with local municipalities for snow removal and ice control on County roads for snow seasons 2025-2028; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing four percent (4%) the first year, four percent (4%) the second year and four percent (4%) the third year, ending August 31, 2028, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to sign and execute the 2025-2028 Snow Removal and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing four percent (4%) the first year, four percent (4%) the second year, and four percent (4%) the third year, to expire August 31, 2028, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth in the schedule below:

September 1, 2025 through August 31, 2026	$5,279.96 per lane mile
September 1, 2026 through August 31, 2027	$5,491.16 per lane mile
September 1, 2027 through August 31, 2028	$5,710.80 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the County Executive's Office, Comptroller's Office, Department of Law and Division of Budget and Management.

REFERENCE: COMM. 13E-19 (2025)

ATTEST

OLIVIA M. OWENS
Clerk of the Legislature of Erie County

Attachment: re Snow & Ice Control 2025-26 SUNY Buffalo (RES-2025-982 : Agreement with SUNY at Buffalo CRS #5872)