

**Preliminary Plat Application &
Supporting Documentation**
 Address: 4780 Sheridan Drive
 Applicant: 4780 Sheridan Drive LLC
 Date: March 24, 2025



TOWN OF AMHERST PLANNING DEPARTMENT
Subdivision Application

For Official Use

File # _____ **Acreage** _____ **Fee \$** _____

Type of Subdivision Application (check one):
 Sketch Plan _____
 Preliminary Plat _____
 Final Plat _____

Address Verified by Assessor's Office _____
 VERIFIED BY _____ DATE _____
Materials Received by Planning Department _____
 RECEIVED BY _____ DATE _____

Fee Paid to Town Clerk _____
 RECEIVED BY _____ DATE _____

Fill In
Applicable Fees

<u>Sketch Plan</u>	\$1,150.00	_____
<u>Preliminary Plat</u>		
* 1 acre or less	\$1,250.00	<u>\$1,250</u>
* Each additional acre or fraction thereof <i>(fraction to be counted as 1 acre)</i>	\$ 650.00/acre	<u>\$3,250</u>
Amendments to Subdivisions	\$1,150.00	_____
Request for Relief of / or Change to Conditions of Subdivision Approval	\$1,150.00	_____
Request for Extension of Subdivision Approval	\$ 450.00	_____
Minor Modification to a Subdivision Plat	\$ 325.00	_____
<u>Stormwater Pollution Prevention Plan</u>		
1 - 4.99 Acres	\$ 500.00	_____
5 - 10 Acres	\$ 750.00	_____
>10 Acres	\$1,000.00	_____
Affidavit Fee for Public Hearing	\$ 15.00	<u>\$15</u>
<u>Final Plat</u>	\$ 450.00	_____
	TOTAL FEE:	<u>\$ 4,515</u>

Town of Amherst Planning Department • 5583 Main Street • Williamsville • New York 14221
 (716) 631-7051 • Fax: • (716) 631-7153 • Web: www.amherst.ny.us

Note: A Project Description that includes references to the supporting documentation attached to this Preliminary Plat Application is provided at Exhibit "1".

To Be Completed By Applicant

Petitioner: Name: 4780 Sheridan Drive LLC c/o Sean Hopkins, Esq.

Address: 35 California Road, Suite 100

Williamsville NY 14221

city state zip code

Phone: 716-510-4338 Fax: _____

E Mail: shopkins@hsmlegal.com

Representative (Architect, Engineer, Landscape Architect, Surveyor, or Attorney):

Name: Carmina Wood Design [Patrick Sheedy Jr, P.E.]

Address: 80 Silo City Row, Suite 100

Buffalo NY 14203

city state zip code

Phone: 716-842-3165 Fax: _____

E Mail: psheedy@carminawooddesign.com

Subdivision Location & Address: 4780 Sheridan Drive

Town of Amherst, Erie County, New York

Zoning District(s): R-4

Number of Proposed Sublots: 23

Proposed Subdivision Name: Park Gardens

Proposed Street Names: Juniper Court Public Private

_____ Public Private

_____ Public Private

_____ Public Private

Current Planning/Application Forms 2019/Subdivision Application Form 2019
REVISED February 2021

EXHIBIT 1

EXHIBIT 1 OF PRELIMINARY PLAT APPLICATION

4780 Sheridan Drive LLC (the “Project Sponsor”) is seeking Preliminary Plat Approval in connection with its request to subdivide the parcel at 4780 Sheridan Drive (the “Project Site”) into twenty-three (23) lot that will consist of twenty-two lots for residential units for sale utilizing the condominium form of ownership and one (1) lot that will consist of the Common Area. A reduced size copy of the Preliminary Plat Plan [Drawing P-100 – Date: 03/24/25] prepared by Carmina Wood Design depicting the layout of the residential project with the proposed parcels is provided at **Exhibit “2”** and a reduced size copy of the Topographic Survey of the Project Site is attached as **Exhibit “3”**. The condominium form of ownership is being utilized in connection with the project based on the requirements of the NYSDEC Brownfield Clean Up Program (“BCP”). The Project Site was accepted into the BCP on October 15, 2024. A copy of the letter issued by the NYSDEC on October 15, 2024 confirming acceptance of the Project Site into the BCP is provided at **Exhibit “4”**.

The proposed multifamily project has previously received Site Plan Approval from the Planning Board and the overall project layout remains unchanged since that time. A copy of the resolution adopted by the Planning Board on June 25, 2024 granting Site Plan Approval is provided at **Exhibit “5”**. The proposed multifamily project has also been subject to two (2) environmental reviews pursuant to the State Environmental Quality Review Act (“SEQRA”) conducted by the Planning Board and the Town Board.¹ A copy of the Negative Declaration issued by the Planning

¹ Pursuant to the discussion during a meeting held with the Planning Department on Friday, March 7th, the Planning Board does not need to conduct another environmental review of the previously approved project pursuant to SEQRA since the proposed subdivision will not result in any potential adverse environmental impacts that have not already been evaluated by the Planning Board.

Board on June 25, 2024 is provided at **Exhibit “6”** and a copy of the Negative Declaration issued by the Town Board pursuant to SEQRA on December 18, 2023 is provided at **Exhibit “7”**. A copy of the resolution adopted by the Town Board on February 5, 2024 approving the rezoning of the Project Site from R-3 to R-4 subject to six (6) conditions is provided at **Exhibit “8”**.²

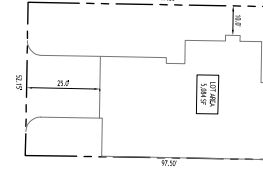
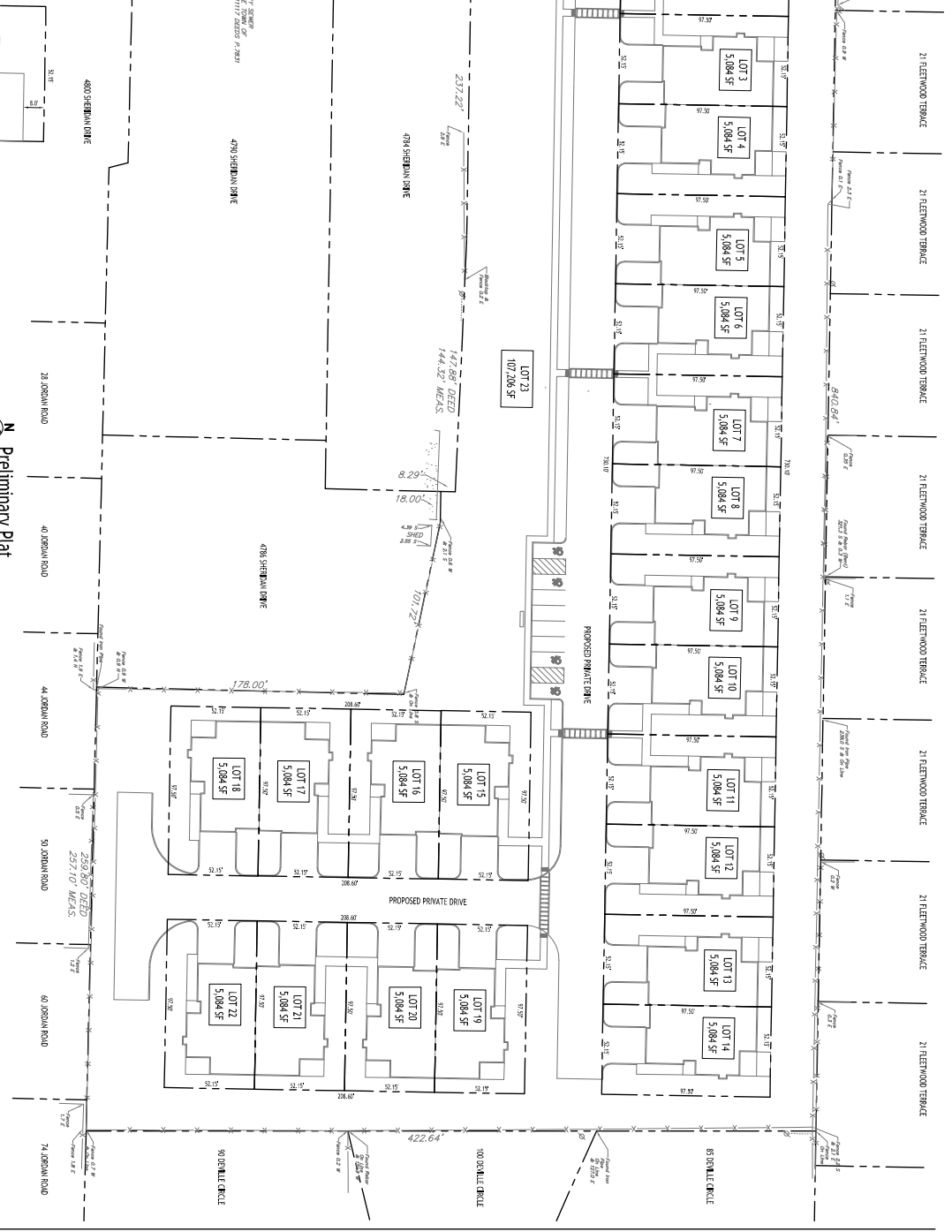
A copy of the approval issued by the Zoning Enforcement Officer for the purpose of merging the parcels at 4774 and 4780 Sheridan Drive is provided at **Exhibit “10”**. The Project Site does not contain any wetlands subject to the jurisdiction of either the United States Army Corps of Engineers or the NYS Department of Environmental Conservation per the Wetland Investigation letter of Scott Livingstone of Earth Dimensions, Inc. dated December 4, 2025 provided at **Exhibit “11”**. A copy of the No Impact Determination letter issued by Josalyn Ferguson of the NYS Office of Parks, Recreation and Historic Preservation (“SHPO”) dated December 14, 2018 is provided at **Exhibit “12”**.

² A copy of the Declaration of Restrictions recorded at the Erie County Clerk’s Office pursuant to the zoning conditions imposed by the Town Board on December 18, 2023 is provided at **Exhibit “9”**.

EXHIBIT 2

PROPOSED MULTI-FAMILY
20' SIDEWALK
20' SIDEWALK
20' SIDEWALK

SITE DATA		
PROPOSED LOT AREA:	39,144 SQ. FT.	TOTAL AREA:
PROPOSED LOT AREA:	39,144 SQ. FT.	TOTAL AREA:
PROPOSED LOT AREA:	39,144 SQ. FT.	TOTAL AREA:
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PROPOSED LOT AREA:	39,144 SQ. FT.	TOTAL AREA:	

DRAWING NAME
Preliminary Plat

DATE: 3/24/25

SCALE: 1/8"=1'-0"

PROJECT NO.: P-100

PROJECT NAME: 23-44091

REV#	Description	Date

Proposed Multi-Family
 4774 & 4780 Sheridan Drive
 Amherst, NY

CARMINAWOOD DESIGN
 Buffalo | Utica | Greensboro

EXHIBIT 3

EXHIBIT 4

New York State Department of Environmental Conservation

Division of Environmental Remediation, 12th Floor

625 Broadway, Albany, New York 12233-7011

Phone: (518) 402-9706

Website: www.dec.ny.gov

October 15, 2024

4780 Sheridan Drive LLC
Attn: Andrew Romanowski c/o Robert Savarino
4727 Camp Road
Hamburg, NY 14075

Re: Former Gleason's Nursery
Tax Map ID No.: 68.12-1-10, 68.12-1-11
Property County: Erie
Site No.: C915407

Dear Applicant:

Your application for the above-referenced Brownfield Cleanup Program ("BCP") project has been reviewed by the New York State Department of Environmental Conservation ("Department"). I am pleased to inform you that your request is accepted. The acceptance is based upon your participation as follows:

4780 Sheridan Drive LLC is a Volunteer as defined in ECL 27-1405(1)(b). Tangible Property Tax Credit Status is described in Section II of the attached Brownfield Cleanup Agreement (BCA).

Based upon the facts and information in the application, information contained in the Department's records, and a timely return of the signed BCA, the Department is prepared to execute a BCA for the above-described property. Attached is an electronic BCA. Please have an authorized representative sign where indicated and return via email to Andrew.Guglielmi@dec.ny.gov and copying David.Harrington@dec.ny.gov and Cassandra.VanDyke@dec.ny.gov. Please include up to date documentation from corporate organizational papers, a Corporate Resolution, or an Operating Agreement or Resolution for an LLC showing the authority to bind the corporation. The BCA shall not be effective until it is fully executed by the parties. A reassessment of eligibility may result in a denial of the application if there are any changes to material facts and information before the BCA is fully executed. **Please note, if the BCA is not signed and returned to the Department within 60 days, the Department will consider the Application withdrawn and the offer to enter the BCP will be deemed rescinded.**

Upon submission of an executed BCA to the Department, you are required to pay a non-refundable program fee of \$50,000. A check must be made payable to the NYS Department of Environmental Conservation and mailed to the following:

NYS Department of Environmental Conservation
Division of Management & Budget, 10th Floor
625 Broadway
Albany New York 12233-4900

Please include a copy of this letter with the check, as well as the following in the memo field: BCP Application Fee Site No. C915407.

The Department will not execute the BCA until the program fee is paid.

Questions regarding payment should be directed to the Bureau of Revenue Accounting at (518) 402-9362, or e-mailed to revenue@dec.ny.gov.

The Department looks forward to working with you on this project. The Department's project manager will assist you in completing your project. You can arrange a meeting to discuss the program's requirements and work plan. The work plan will determine the scope of work to be conducted and completed. You may contact the Department's project team as set forth in Section IV of the attached draft BCA to discuss the next steps.

Sincerely,

Andrew Guglielmi

Andrew O. Guglielmi, Director
Division of Environmental Remediation

Enclosures:

Department's Copies:

ec: David Harrington
Benjamin McPherson
Andrea Caprio
Jennifer Andaloro
Kelly Lewandowski
Nicole Morgan
Joshua Vaccaro
Gregory Scholand

Applicant's Copies:

ec: Andrew Romanowski c/o Robert Savarino (robert.savarino@ccim.net)
Michael J. Hecker (mhecker@hodgsonruss.com)
Mike Lesakowski (mlesakowski@rouxinc.com)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**BROWNFIELD SITE
CLEANUP AGREEMENT
Index No. C915407-10-24**

Former Gleason's Nursery

DEC Site No: C915407

Located at: 4774 & 4780 Sheridan Drive

Erie County

Amherst, NY 14221

Hereinafter referred to as "Site"

by:

4780 Sheridan Drive LLC

4727 Camp Road, Hamburg, NY 14075

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Applicant submitted an application received by the Department on June 21, 2024; and

WHEREAS, the Department has determined that the Site and Applicant are eligible to participate in the BCP.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Applicant Status

The Applicant, 4780 Sheridan Drive LLC, is participating in the BCP as a Volunteer as defined in ECL 27-1405(1)(b).

II. Tangible Property Tax Credit Status

The Site is not located in a city having a population of one million or more. It is therefore presumed that the Site is eligible for tangible property tax credits.

III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 5.080 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: 68.12-1-10
Street Address: 4774 Sheridan Drive, Amherst
Owner: Rudolph Gleason and Greta Gleason

Tax Map/Parcel No.: 68.12-1-11
Street Address: 4780 Sheridan Drive, Amherst
Owner: Rudolph Gleason and Greta Gleason

IV. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Applicant shall be sent to:

Joshua Vaccaro
New York State Department of Environmental Conservation
Division of Environmental Remediation
700 Delaware Ave
Buffalo, NY 14209-2202
joshua.vaccaro@dec.ny.gov

Note: one hard copy (unbound) of work plans and reports is required, as well as one electronic copy.

Christine Vooris (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vooris@health.ny.gov

Gregory Scholand, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
700 Delaware Ave
Buffalo, NY 14209
gregory.scholand@dec.ny.gov

2. Communication from the Department to Applicant shall be sent to:

4780 Sheridan Drive LLC
Attn: Andrew Romanowski c/o Robert Savarino
4727 Camp Road
Hamburg, NY 14075
robert.savarino@ccim.net

B. The Department and Applicant reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Applicant provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph III.

V. Miscellaneous

A. Applicant acknowledges that it has read, understands, and agrees to abide by all the terms set forth in Appendix A - "Standard Clauses for All New York State Brownfield Site Cleanup Agreements" which is attached to and hereby made a part of this Agreement as if set forth fully herein.

B. In the event of a conflict between the terms of this BCA (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this BCA shall control.

C. Applicant has indicated to the Department that the Site, which currently comprises two tax parcels, will be subdivided into 22 tax parcels so that each dwelling unit within the proposed residential development will be located on its own tax parcel containing one dwelling unit and typical single-family residential amenities (e.g., greenspace and driveway). As a result, the Department recommends that the Applicant remediate the Site to a BCP Track 1 standard due to the anticipated difficulties of administering institutional and/or engineering controls on the Site if it is divided into numerous tax parcels with different residential owners.

D. The effective date of this Agreement is the date it is signed by the Commissioner or the Commissioner's designee.

DATED:

THIS BROWNFIELD CLEANUP AGREEMENT IS
HEREBY APPROVED, Acting by and through the
Department of Environmental Conservation as Designee
of the Commissioner,

By:

Andrew O. Guglielmi, Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Agreement, and agrees to be bound by this Agreement.

4780 Sheridan Drive LLC

By: _____

Title: _____

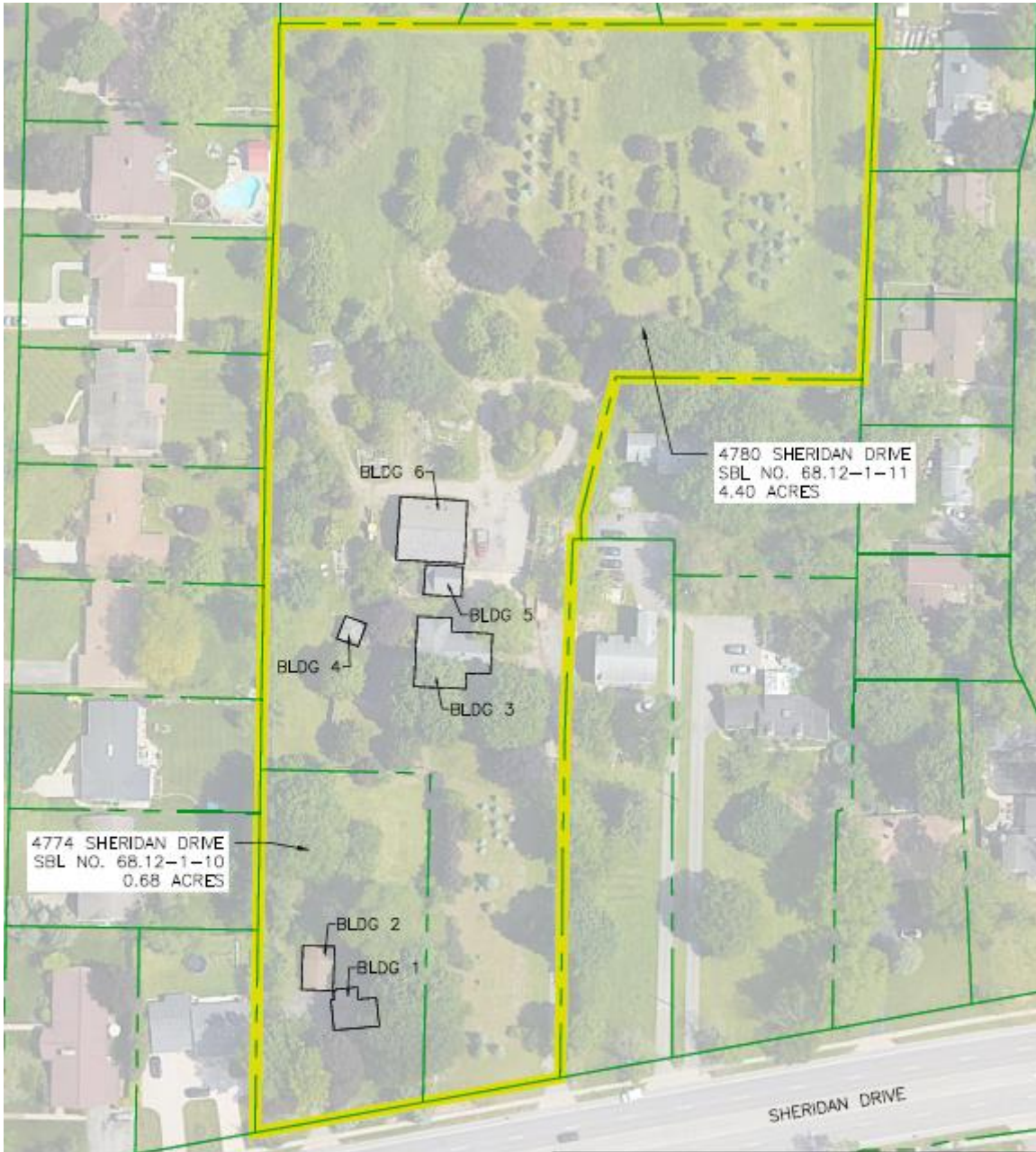
Date: _____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the ____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

Signature and Office of individual
taking acknowledgment

EXHIBIT A SITE MAP



LEGEND

- PROPERTY BOUNDARY
- - - PARCEL BOUNDARY
- BUILDING OUTLINE

NOTES

1. IMAGE SOURCE GOOGLE MAPS 2022.



<small>Title:</small>	SITE PLAN (AERIAL)		
	BCP APPLICATION		
	<small>FORMER GLEASON'S NURSERY 4774 & 4780 SHERIDAN DRIVE, AMHERST, NEW YORK</small>		
<small>Prepared for:</small>	4780 SHERIDAN DRIVE LLC		
	<small>Compiled by: CNK</small>	<small>Date: JUNE 2024</small>	<small>FIGURE</small>

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BROWNFIELD SITE CLEANUP AGREEMENTS

The parties to the Brownfield Site Cleanup Agreement (hereinafter "BCA" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the BCA. The word "Applicant" herein refers to any party to the Agreement, other than the New York State Department of Environmental Conservation (herein after "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Agreement, Applicant shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of Environmental Conservation Law (ECL) § 27-1417 and 6 NYCRR §§ 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Agreement.

II. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

The work plans ("Work Plan" or "Work Plans") under this Agreement shall be prepared and implemented in accordance with the requirements of ECL Article 27, Title 14, 6 NYCRR §§ 375-1.6(a) and 375-3.6, and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination within the boundaries of the Site and, if the Applicant is a "Participant", the extent of contamination emanating from such Site. If the Applicant is a "Volunteer" it shall perform a qualitative exposure assessment of the contamination emanating from the Site in accordance with ECL § 27-1415(2)(b) and Department guidance;

2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for

contamination within the boundaries of the Site and, if the Applicant is a "Participant", the contamination that has emanated from such Site;

3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or

4. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy.

5. "Supplemental" if additional work plans other than those set forth in II.A.1-4 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Agreement shall be submitted no later than thirty (30) days after the effective date of this Agreement. Thereafter, the Applicant shall submit such other and additional work plans as determined in a schedule to be approved by the Department.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities to be conducted in accordance with current guidance, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts in accordance with 6 NYCRR § 375-3.6(b) to approve, modify, or reject a proposed Work Plan within forty-five (45) days from its receipt or within fifteen (15) days from the close of the comment period, if applicable, whichever is later.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Agreement and shall be implemented in accordance with the schedule contained therein. All work undertaken as part of a remedial

program for a Site must be detailed in a department-approved Work Plan or a submittal approved in form and content by the Department.

ii. If the Department requires modification of a Work Plan, the reason for such modification shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(3) shall apply.

iii. If the Department disapproves a Work Plan, the reason for such disapproval shall be provided in writing and the provisions of 6 NYCRR § 375-1.6(d)(4) shall apply.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

C. Submission of Final Reports

1. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Report for an Investigation Work Plan prepared in accordance with ECL § 27-1411(1) and 6 NYCRR § 375-1.6. If such Final Report concludes that no remediation is necessary, and the Site does not meet the requirements for Track 1, Applicant shall submit an Alternatives Analysis prepared in accordance with ECL § 27-1413 and 6 NYCRR § 375-3.8(f) that supports such determination.

2. In accordance with the schedule contained in an approved Work Plan, Applicant shall submit a Final Engineering Report certifying that remediation of the Site has been performed in accordance with the requirements of ECL §§ 27-1419(1) and (2) and 6 NYCRR § 375-1.6. The Department shall review such Report, the submittals made pursuant to this Agreement, and any other relevant information regarding the Site and make a determination as to whether the goals of the remedial program have been or will be achieved in accordance with established timeframes; if so, a written Certificate of Completion will be issued in accordance with ECL § 27-1419, 6 NYCRR §§ 375-1.9 and 375-3.9.

3. Within sixty (60) days of the Department's approval of a Final Report, Applicant shall submit such additional Work Plans as it proposes to implement. In addition, Applicant shall include with every report submitted to the Department a schedule for the submission of any

subsequent work plan required to meet the requirements of ECL Article 27 Title 14. Failure to submit any additional Work Plans within such period shall, unless other Work Plans are under review by the Department or being implemented by Applicant, result in the termination of this Agreement pursuant to Paragraph XII.

D. Review of Submittals other than Work Plans

1. The Department shall timely notify Applicant in writing of its approval or disapproval of each submittal other than a Work Plan in accordance with 6 NYCRR § 375-1.6. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reason for its disapproval and may request Applicant to modify or expand the submittal. Within fifteen (15) days after receiving written notice that Applicant's submittal has been disapproved, Applicant shall elect in writing to either (i) modify or expand it within thirty (30) days of receipt of the written notice of disapproval; (ii) complete any other Department-approved Work Plan(s); (iii) invoke dispute resolution pursuant to Paragraph XIII; or (iv) terminate this Agreement pursuant to Paragraph XII. If Applicant submits a revised submittal and it is disapproved, the Department and Applicant may pursue whatever remedies may be available under this Agreement or under law. All work undertaken as part of a remedial program, including work undertaken pursuant to submittals other than Work Plans, must be approved by the department prior to implementation by the Applicant.

E. Department's Determination of Need for Remediation

The Department shall determine upon its approval of each Final Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a preliminary determination that remediation, or additional remediation, is not needed for protection of public health and the environment, the Department shall notify the public of such

determination and seek public comment in accordance with ECL § 27-1417(3)(f). The Department shall provide timely notification to the Applicant of its final determination following the close of the public comment period.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, Applicant shall cause to be recorded an Environmental Easement in accordance with 6 NYCRR § 375-1.8(h).

3. If the Department determines that remediation, or additional remediation, is needed, Applicant may elect to submit for review and approval a proposed Remedial Work Plan (or modify an existing Work Plan for the Site) for a remedy selected upon due consideration of the factors set forth in ECL § 27-1415(3) and 6 NYCRR § 375-1.8(f). A proposed Remedial Work Plan addressing the Site's remediation will be noticed for public comment in accordance with ECL § 27-1417(3)(f) and the Citizen Participation Plan developed pursuant to this Agreement. If the Department determines following the close of the public comment period that modifications to the proposed Remedial Work Plan are needed, Applicant agrees to negotiate appropriate modifications to such Work Plan. If Applicant elects not to develop a Work Plan under this Subparagraph then this Agreement shall terminate in accordance with Paragraph XII. If the Applicant elects to develop a Work Plan, then it will be reviewed in accordance with Paragraph II.D above.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Applicant shall submit a written certification in accordance with 6 NYCRR §§ 375-1.8(h)(3) and 375-3.8(h)(2).

III. Enforcement

Except as provided in Paragraph V, this Agreement shall be enforceable as a contractual agreement under the laws of the State of New York. Applicant shall not suffer any penalty except as provided in Paragraph V, or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement as a

result of a Force Majeure Event as described at 6 NYCRR § 375-1.5(b)(4) provided Applicant complies with the requirements set forth therein.

IV. Entry upon Site

A. Applicant hereby agrees to provide access to the Site and to all relevant information regarding activities at the Site in accordance with the provisions of ECL § 27-1431. Applicant agrees to provide the Department upon request with proof of access if it is not the owner of the Site.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the property complies with the terms and conditions of this Agreement. The Department will generally conduct such inspections during business hours, but retains the right to inspect at any time.

C. Failure to provide access as provided for under this Paragraph may result in termination of this Agreement pursuant to Paragraph XII.

V. Payment of State Costs (Applicable only to Applicants with Participant Status)

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Applicant shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR § 375-1.5(b)(3)(i).

B. Costs shall be documented as provided by 6 NYCRR § 375-1.5(b)(3)(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the "Commissioner of NYSDEC" and shall be sent to:

Division of Management and Budget
New York State Department of Environmental
Conservation
625 Broadway, 10th Floor
Albany, New York 12233-4900

D. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses.

E. If Applicant objects to any invoiced costs under this Agreement, the provisions of 6 NYCRR §§ 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph V.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph III or the Department may commence an enforcement action for non-compliance with ECL § 27-1409(2) and ECL § 71-4003.

VI. Liability Limitation

Subsequent to the issuance of a Certificate of Completion pursuant to this Agreement, Applicant shall be entitled to the Liability Limitation set forth at ECL § 27-1421, subject to the terms and conditions stated therein and to the provisions of 6 NYCRR §§ 375-1.9 and 375-3.9.

VII. Reservation of Rights

A. Except as provided in Subparagraph VII.B, Applicant reserves all rights and defenses under applicable law to contest, defend against, dispute, or disprove any action, proceeding, allegation, assertion, determination, or order of the Department, including any assertion of remedial liability by the Department against Applicant, and further reserves all rights including the rights to notice, to be heard, to appeal, and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Agreement. The existence of this Agreement or Applicant's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or violation of law by Applicant, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

B. Notwithstanding the foregoing, Applicant hereby waives any right it may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site and releases the State and the New York Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever with respect to the Site that

Applicant may have as a result of Applicant's entering into or fulfilling the terms of this Agreement.

VIII. Indemnification

Applicant shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from any claim, suit, action, and cost of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Applicant prior to the Termination Date except for those claims, suits, actions, and costs arising from the State's gross negligence or willful or intentional misconduct by the Department, the State of New York, and/or their representatives and employees during the course of any activities conducted pursuant to this Agreement. In the event that the Applicant is a Participant, this provision shall also include the Trustee of the State's Natural Resources. The Department shall provide Applicant with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification pursuant to this Paragraph.

IX. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in ECL § 27-1425, which is proposed for the Site, in accordance with the provisions of 6 NYCRR § 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

X. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Remedial Work Plan which relies upon one or more institutional and/or engineering controls, or within sixty (60) days after the Department's determination pursuant to Subparagraph II.E.2 that additional remediation is not needed based upon use restrictions, Applicant shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36 and 6 NYCRR § 375-1.8(h)(2). Applicant shall cause such instrument to be recorded with the recording officer for the county in which the Site is located within thirty (30) days after the Department's

approval of such instrument. Applicant shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording (or such longer period of time as may be required to obtain a certified copy provided Applicant advises the Department of the status of its efforts to obtain same within such thirty (30) day period), which shall be deemed to be incorporated into this Agreement.

B. Applicant or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Agreement at such time as it can certify that the Site is protective of public health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer or Qualified Environmental Professional as defined at 6 NYCRR § 375-1.2(ak) approved by the Department. The Department will not unreasonably withhold its consent.

XI. Progress Reports

Applicant shall submit a written progress report of its actions under this Agreement to the parties identified in Subparagraph III.A.1 of the Agreement by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination Date, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Applicant in connection with this Site, whether under this Agreement or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XII. Termination of Agreement

Applicant or the Department may terminate this Agreement consistent with the provisions of 6 NYCRR §§ 375-3.5(b), (c), and (d) by providing written notification to the parties listed in Paragraph IV of the Agreement.

XIII. Dispute Resolution

A. In the event disputes arise under this Agreement, Applicant may, within fifteen (15) days after Applicant knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to Paragraph V of Appendix A of this Agreement, if applicable.

C. Notwithstanding any other rights otherwise authorized in law or equity, any disputes pursuant to this Agreement shall be limited to Departmental decisions on remedial activities. In no event shall such dispute authorize a challenge to the applicable statute or regulation.

XIV. Miscellaneous

A. If the information provided and any certifications made by Applicant are not materially accurate and complete, this Agreement, except with respect to Applicant's obligations pursuant to Paragraphs V, if applicable, and VII.B, and VIII, shall be null and void ab initio fifteen (15) days after the Department's notification of such inaccuracy or incompleteness or fifteen (15) days after issuance of a final decision resolving a dispute pursuant to Paragraph XIII, whichever is later, unless Applicant submits information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Agreement is rendered null and void, any Certificate of Completion and/or Liability Limitation that may have been issued or may have arisen under this Agreement shall also be null and void ab initio, and the Department shall reserve all rights that it may have under law.

B. By entering into this Agreement, Applicant agrees to comply with and be bound by the provisions of 6 NYCRR §§ 375-1, 375-3 and 375-6; the provisions of such subparts that are referenced herein are referenced for clarity and convenience only and the failure of this

Agreement to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Agreement.

C. The Department may exempt Applicant from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Agreement in accordance with 6 NYCRR §§ 375-1.12(b), (c), and (d).

D. 1. Applicant shall use “best efforts” to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Applicant’s obligations under this Agreement, including all Department-approved Work Plans and the schedules contained therein. If, despite Applicant’s best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Applicant shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Applicant in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Applicant to modify the Work Plan pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Applicant’s inability to obtain such interest.

E. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Agreement.

F. 1. The terms of this Agreement shall constitute the complete and entire agreement between the Department and Applicant concerning the implementation of the activities required by this Agreement. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Applicant of its obligation to obtain such formal approvals as may be required by this Agreement. In the event of a conflict between the terms of this Agreement and any Work Plan submitted

pursuant to this Agreement, the terms of this Agreement shall control over the terms of the Work Plan(s). Applicant consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Agreement.

2. i. Except as set forth herein, if Applicant desires that any provision of this Agreement be changed, Applicant shall make timely written application to the Commissioner with copies to the parties in Subparagraph IV.A.1 of the Agreement.

ii. If Applicant seeks to modify an approved Work Plan, a written request shall be made to the Department’s project manager, with copies to the parties listed in Subparagraph IV.A.1 of the Agreement.

iii. Requests for a change to a time frame set forth in this Agreement shall be made in writing to the Department’s project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Applicant promptly.

G. 1. If there are multiple parties signing this Agreement, the term “Applicant” shall be read in the plural, the obligations of each such party under this Agreement are joint and several, and the insolvency of or failure by any Applicant to implement any obligations under this Agreement shall not affect the obligations of the remaining Applicant(s) under this Agreement.

2. If Applicant is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Agreement are joint and several and the insolvency or failure of any general partner to implement any obligations under this Agreement shall not affect the obligations of the remaining partner(s) under this Agreement.

3. Notwithstanding the foregoing Subparagraphs XIV.G.1 and 2, if multiple parties sign this Agreement as Applicants but not all of the signing parties elect to implement a Work Plan, all Applicants are jointly and severally liable for each and every obligation under this Agreement through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Applicants electing to perform additional work shall be jointly and severally liable under this Agreement for the

obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Agreement relative to the activities set forth in such Work Plan(s). Further, only those Applicants electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Paragraph VI.

4. Any change to parties pursuant to this Agreement, including successors and assigns through acquisition of title, is subject to approval by the Department, after submittal of an application acceptable to the Department.

H. Applicant shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL § 27-1421(6) and 6 NYCRR § 375-1.5(b)(5).

I. Applicant shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Agreement.

J. Applicant and Applicant's agents, grantees, lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership of Applicant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Applicant's responsibilities under this Agreement.

K. Unless otherwise expressly provided herein, terms used in this Agreement which are

defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

L. Applicant's obligations under this Agreement shall not be deemed to constitute any type of fine or penalty.

M. In accordance with 6 NYCRR § 375-1.6(a)(4), the Department shall be notified at least 7 days in advance of, and be allowed to attend, any field activities to be conducted under a Department approved work plan, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however that the Department may be excluded from portions of meetings where privileged matters are discussed.

N. In accordance with 6 NYCRR § 375-1.11(a), all work plans; reports, including all attachments and appendices, and certifications, submitted by a remedial party shall be submitted in print, as well as in an electronic format acceptable to the Department.

O. This Agreement may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

EXHIBIT 5

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2024-05

PETITIONER

4780 Sheridan Drive, LLC
c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, NY 14221

PROPERTY LOCATION

4774 & 4780 Sheridan Drive

JUN 28 2024 PM12:01

WHEREAS, the Town of Amherst Planning Board on Tuesday, June 25, 2024 held a public hearing on a Site Plan for a proposed residential development consisting of eleven 2-unit townhome buildings with attached garages, including site improvements, and

WHEREAS, the Planning Board reviewed the plans and specifications for the proposed project, and

WHEREAS, the Site Plan was referred to the Town's various review agencies, and

WHEREAS, in accordance with Section 8-7-8 of the Zoning Ordinance, the Planning Board finds that:

- A. The site plan does not include usable space for active and passive recreation, including pedestrian connections.
- B. The site plan does not include open space lands for public ownership and use offered for dedication or other disposition to the Town or other public entity.
- C. School sites and facilities are adequate to accommodate the proposed site plan.
- D. The site plan does not include the extension of roadways to adjacent property, and

WHEREAS, in accordance with Section 8-7-9 of the Zoning Ordinance, the Planning Board finds that:

- A. The proposed site plan is consistent with the development plan if one is required.
- B. The proposed site plan is consistent with the purpose and specific requirements of the Zoning Ordinance and generally consistent with the policies of the Comprehensive Plan.
- C. Adequate services and utilities will be available prior to occupancy.
- D. The site plan is consistent with all other applicable laws.
- E. Pursuant to Local Law #3-82, as amended, the Planning Board has determined that the requirements of SEQR are complete and that the subject proposal is not expected to have a significant adverse effect on the environment.

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2024-05

PETITIONER

4780 Sheridan Drive, LLC

PROPERTY LOCATION

4774 & 4780 Sheridan Drive

JUN 28 2024 PM12:01

- F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is not required since hydric / potentially hydric soils have not been identified on the parcel.

NOW THEREFORE BE IT RESOLVED that in accordance with 6 NYCRR, Part 617 and Local Law #3-82, as amended, the Planning Board has issued a Negative Declaration attached hereto, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Planning Board, in accordance with Section 8-7 of the Zoning Ordinance approves said Site Plan subject to the following conditions:

1. That the consideration of signs is specifically excluded from this approval as they require a separate review and approval by the Town.
2. That all dumpsters/trash containers and all mechanical equipment, utility structures, multiple meter boards, generators, and similar appurtenances, including those which are mounted on any part of a primary structure shall be appropriately screened with a fence, wall, and/or landscaping. Provide gate on dumpster enclosure that shall be closed whenever dumpster is not being serviced, enclosure shall be high enough to screen the dumpster(s) within.
3. That as-built record drawings, including location of utilities, be provided to the Engineering Department prior to issuance of a Certificate of Occupancy by the Building Department.
4. That the parcels be merged.
5. That the conditions of the Planning Department letter dated June 14, 2024 are addressed to the satisfaction of the department.
6. That the comments of the Engineering Department letters dated June 25, 2024 (SWPPP), May 10, 2024 (Water & Storm) and June 24, 2024 (Sanitary) are addressed to the satisfaction of the department.
7. That the comments of the Building Department, Plumbing Division letter dated June 24, 2024 are addressed to the satisfaction of the department.
8. That the conditions of the Fire Chiefs' Association letter dated June 18, 2024 are addressed to the satisfaction of the group.

TOWN OF AMHERST
PLANNING BOARD
SITE PLAN RESOLUTION
SP-2024-05

PETITIONER

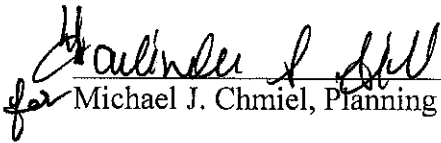
4780 Sheridan Drive, LLC

PROPERTY LOCATION

4774 & 4780 Sheridan Drive

JUN 28 2024 PM12:01

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 25, 2024; moved by Giuliani; seconded by Davis; ayes 4; noes 0; absent 3 (Chmiel, Penberthy, Raffaele).


for Michael J. Chmiel, Planning Board Chair

June 28, 2024
Date

GP/ac

X:\Current_Planning\Files\Site Plans\2024\SP-2024-05_(4774_&_4780_Sheridan_Dr)_2024\SP-2024-05_resolution_062524.doc

cc: Commissioner of Building

Approved Plan: Carmina Wood Design

Town Engineer

Received: June 13, 2024

Fire Chiefs

Traffic/Safety

Highway Superintendent

ECDEP

NYSDOT

NYSDEC

Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221

Patrick Sheedy, Jr., 487 Main Street, Suite 500, Buffalo, NY 14203

EXHIBIT 6



**SEQR
Negative Declaration**

JUN 28 2024 PM 12:00

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Planning Board

Project: SP-2024-05

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date: June 25, 2024

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: Site Plan Review

SEQR Status: Unlisted Action

Description of Action: Proposed townhomes (eleven 2-unit buildings) with attached garages. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 4774 & 4780 Sheridan Drive, Amherst, Erie County

Petitioner: 4780 Sheridan Drive LLC

REASONS SUPPORTING THIS DETERMINATION

JUN 28 2024 PM12:00

Based on information submitted by the applicant including a Full Environmental Assessment Form (EAF) - Part I, (as amended) and a complete site plan application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that this action will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Engineering Department on June 24, 2024 reviewed the Grading, Drainage, Erosion Control Plan and Utility Plans submitted on June 6, 2024, and Engineer's Report submitted on June 13, 2024.

The Stormwater Pollution Prevention Plan (SWPPP) submitted on June 13, 2024 was also reviewed. Based on its review of these documents, the Department has determined that the project has or will have met all applicable requirements.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The Planning Department reviewed a Landscape Plan submitted on June 13, 2024 and determined that it meets or exceeds Zoning Ordinance requirements for greenspace. The Landscape Plan has or will have met all Zoning Ordinance and Town requirements for landscaping.
3. The project is not expected to create any substantive conflict with the Town Comprehensive Plan. The Planning Department in their review of June 14, 2024 and the Zoning Enforcement Officer in his review of June 14, 2024 and the Building Department in their review of June 18, 2024 have reviewed the application documents and determined that the subject project has or will have met all International Building Code – 2018 and Zoning Ordinance regulations.
4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The NYS Office of Parks, Recreation and Historic Preservation has reviewed the project and, as stated in their letter of December 14, 2018 the NYS Office of Parks, Recreation, Historic Preservation stated 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.
5. The project will not impair the character or quality of important aesthetic resources, or of existing community or neighborhood character. Neighboring uses are detached single-family residential to the north, south, east and west, zoned R-3; therefore, the project is generally consistent with surrounding residential land use.

6. The proposed subject development will include 22 residences consisting of 11 two-unit residential structures, which will not cause a major change in the use of either the quantity or type of energy.
7. The project will not create any hazard to human health. The Fire Chief's Association on June 18, 2024 reviewed the project and had no objection to the approval of the site plan, as all requirements of that agency have or will have been met.

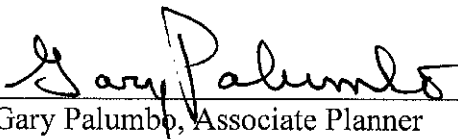
A Focused Environmental Site Assessment, was prepared by Environmental Advantage Inc. on August 17, 2021. The results of the report describe that there is evidence of historical metal-based pesticides. The project will be remediated under the NYSDEC Brownfield Cleanup Program's "Track 1 Unrestricted Standards". Once remediated it is not anticipated that the project will create a hazard to human health. Further reporting to the NYSDEC will be required based on future potential field work at the subject site.

8. The subject site plan will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed development of the subject site as attached (two-family) residential homes will be generally consistent with the scale of surrounding land uses.
9. The subject site plan for the proposed development of the subject site as attached (two-family) residential homes will not significantly increase the number of people using the site over its previous level of use.
10. Reviews by the Town Traffic/Safety Board dated June 18, 2024, and NYSDOT dated May 23, 2024 indicate that significant negative traffic impacts are not expected to result from the proposed project.
11. A coordinated review of the project has been undertaken by Town Departments, in addition to those mentioned above, Highway on May 3, 2024, Assessor on April 30, 2024, Plumbing Division on June 24, 2024, and Right-of-Way Agent June 13, 2024 along with outside agencies including the New York State Department of Transportation on May 23, 2024, New York State Department of Environmental Conservation on May 3, 2024, and the New York State Office of Parks, Recreation and Historic Preservation on December 14, 2018. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.
12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to cause significant negative environmental impacts.

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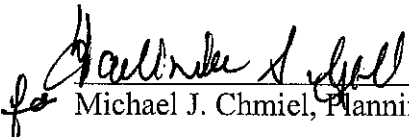
Planning Board Approval

Moved by: Davis; Seconded by: Giuliani; Ayes 4; Noes 0; Absent 3 (Chmiel, Penberthy, Raffaele)



Gary Palumbo, Associate Planner

6-28-2024
Date



Michael J. Chmiel, Planning Board Chair

June 28, 2024
Date

GP/ac

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cc: Commissioner of Building
Town Engineer
Fire Chiefs'
Highway
Traffic/Safety
ECDEP
NYSDEC (type 1's)
NYSDOT (if on state hwy.)
Sean Hopkins, 5500 Main Street, Suite 343, Williamsville, NY 14221
Patrick Sheedy, Jr., 487 Main Street, Suite 500, Buffalo, NY 14203

EXHIBIT 7



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

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	Project:	Z-2023-07
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	Date:	December 18, 2023

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: Rezoning Request.

SEQR Status: Unlisted Action

Description of Action: Rezoning of 5.03± acres of land from Residential District 3 (R-3) to Residential District 4 (R-4) to allow for a potential future development of the subject site as attached single-family residential homes

Location: 4774 & 4780 Sheridan Drive, Town of Amherst, Erie County, New York

Petitioner: RAS Development Company LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, concept plan, and a Focused Environmental Analysis Summary prepared by Environmental Advantage, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 5.03 ± acres of land from Residential District 3 (R-3) to Residential District 4 (R-4) for the potential future development of the subject site as attached single-family residential homes will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on October 18, 2023 reviewed the application and EAF submitted on July 17, 2023, the Geotechnical Engineering Report prepared by Ray M. Teeter, P.E. and submitted on July 18, 2023 and had no objection or comments on the proposed rezoning.
2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.
3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on July 27, 2023 reviewed the application and EAF submitted on July 17, 2023, and has no objection or comments on the proposed rezoning.
4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources. In a letter dated December 14, 2018 the NYS Office of Parks, Recreation, Historic Preservation stated that no properties including archaeological and/or historical resources will be impacted by this project.
5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from Residential District 3 (R-3) to Residential District 4 (R-4). Neighboring uses are detached single-family residential to the north, south, east and west, zoned R-3; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to Residential District 4 (R-4) for a proposed potential future development of the subject site as attached single-family residential homes will not cause a major change in the use of either the quantity or type of energy.
7. The rezoning to Residential District 4 (R-4) for the proposed potential future development of the subject site as attached single-family residential homes will not create any hazard to human health based on the following.

The Fire Chief's Association on August 18, 2023, has reviewed the rezoning request and supporting documentation and has no objection to or adverse comments on the proposed rezoning.

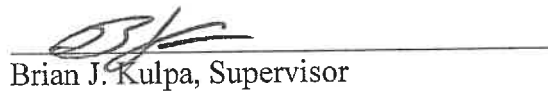
A Focused Environmental Site Assessment, was prepared by Environmental Advantage Inc. on August 17, 2021. The results of the report describe that the evidence of historical metal-based pesticides was identified below NYSDEC/NYSDOH unrestricted site use levels in NYSDEC 6 NYCCR Subpart 375-6 with two exceptions. Once remediated to applicable NYDEC standards it is not anticipated that the project will create a hazard to human health. Further reporting to the NYSDEC may be required based on future potential field work at the subject site.

8. The rezoning to Residential District 4 (R-4) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed potential future development of the subject site as attached single-family residential homes will be consistent with the scale of surrounding land uses.
9. The rezoning to Residential District 4 (R-4) for the proposed potential future development of the subject site as attached single-family residential homes will not significantly increase the number of people using the site over its previous level of use.
10. Review by the Town Traffic/Safety Board on August 8, 2023 indicates that significant negative traffic impacts are not expected to result from the proposed project.
11. Coordinated reviews of the project have been undertaken by Town Departments including the Town Assessor on December 1, 2023, and Right-of-Way Agent on July 24, 2023 along with outside agencies including the Williamsville Central School District on July 25, 2023. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.
12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

Negative Declaration, Z-2023-07
December 18, 2023
Page 4


Thomas J. Voigt, Assistant Planner

12/19/23
date


Brian J. Kulpa, Supervisor

12/20/23
date

TV/ac

X:\Current_Planning\Files\Rezoning\2023\Z-2023-07_(4774_&_4780_Sheridan_Dr)_2023\Z-2023-07_TB neg dec 121823.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
RAS Development Company LLC
Sean Hopkins

EXHIBIT 8



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

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 2023-957 "Adoption of Local Law to Amend the Zoning Map (4774 & 4780 Sheridan Drive, Z-2023-07)" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on February 5, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 9th day of February, 2024.

Francina J. Spoth

Francina J. Spoth

Town Clerk

Town of Amherst, Erie County, NY

Sworn to before me
This 9th day of February, 2024

Notary Public

TIMOTHY J. KOLLER
No. 01KO6263885
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/11/20²⁴



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 02/05/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28261

RESOLUTION 2023-957

ADOPTED AS AMENDED

Adoption of Local Law to Amend the Zoning Map (4774 & 4780 Sheridan Drive, Z-2023-07)

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 October 19, 2023 that the proposed Residential District 4 zoning at 4774 & 4780 Sheridan Drive 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 the density of the project site shall not exceed 4.4 units per acre.
2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.
3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty (30) feet.
4. That the project site's contaminated soil be remediated to Track 1 Unrestricted standards under the purview of, and in accordance with the NYSDEC's Brownfield Cleanup Program.
5. That proposed buildings numbered 9 and 11 on the attached site concept plan prepared by CarminaWood Design dated 12/15/2023 shall not have any upper story windows along the north facing walls.
6. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

12/4/2023

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was opened at 8:54 PM.

Sean Hopkins, Esq., presented.

The following speakers spoke in opposition:
Sharon Easterbrook, 80 Tristan Ln

Alicia Schreier, 79 Tristan Ln

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the December 18th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 9:23 PM.

12/18/2023

Councilmember Berger made a motion to adjourn to the second Town Board meeting in January, seconded by Councilmember Szukala and unanimously approved 5-0.

1/22/2024

Supervisor Kulpa made a motion to adjourn, seconded by Councilmember Berger and unanimously approved 5-0.

2/5/2024

A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger 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 approved 4-1 (nay, Marinucci).

RESULT:	ADOPTED AS AMENDED [4 TO 1]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline Berger, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Marinucci

EXHIBIT 9

Return Original to Box 460
Hopkins Sorgi & McCarthy PLLC
Attn: Sean W. Hopkins, Esq.

FILED
DEC 27 2024
ERIE COUNTY
CLERK'S OFFICE

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("**Declaration**") is made as of December ~~24th~~, 2024 by **4780 SHERIDAN DRIVE LLC** (hereinafter "**Declarant**") under facts and circumstances summarized by the following recitals:

WHEREAS, the Declarant is the owner of real property consisting of 4774 and 4780 Sheridan Drive in the Town of Amherst ("**Subject Parcel**") comprised of approximately 5.029 acres and as more particularly described in the metes and bounds legal description of the Subject Parcel attached hereto as **Schedule "A"** and as depicted on the survey of the Project Site attached hereto as **Schedule "B"**;

WHEREAS, on July 17, 2023, the Declarant submitted a Rezoning Application with the Town of Amherst requesting that the Town Board of the Town of Amherst ("**Town Board**") amend the zoning classifications of the Subject Parcel from Residential District Three ("**R-3**") to Residential District Four ("**R-4**");

WHEREAS, during its meeting held on February 5, 2024, the Town Board adopted Resolution No. 2023-957 for the purpose of approving an amendment of the zoning classification of the Subject Parcel from R-3 to R-4 subject to six (6) conditions;

WHEREAS, Resolution No. 2023-957 as adopted by the Town Board on February 5, 2024 approving an amendment of the zoning classification of the Subject Parcel from R-3 to R-4 contained the following six (6) conditions ("**Conditions**"):

1. That the density of the project site shall not exceed 4.4 units per acre.
2. That the use of the project site to be rezoned from R-3 to R-4 shall be limited to two (2) unit-attached townhomes only.
3. That the maximum allowable height of any residential building on the project site as measured from finished grade shall be thirty (30) feet.
4. That the project site's contaminated soil be remediated to Track 1 Unrestricted standards under the purview of, and in accordance with the NYSDEC's Brownfield Cleanup Program.
5. That proposed buildings numbered 9 and 11 on the attached site concept plan prepared by Carmina Wood Design dated 12/15/2023 shall not have any upper story windows along the north facing walls.
6. That the conditions stated above shall be memorialized via the recording of a Declaration of Restrictions at the Erie County Clerk's Office.

WHEREAS, a copy of the Concept Plan dated December 15, 2023 as prepared by Carmina Wood Design referenced in Condition No. 5 imposed by the Town Board on February 5, 2024 is attached as **Schedule “C”**.

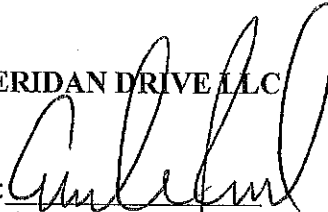
NOW, THEREFORE, in exchange for good and valuable consideration the sufficiency of which is acknowledged, the Declarant agrees to restrict the use of the Subject Parcel in accordance with the zoning conditions imposed the Town Board on February 5, 2024 as set forth in Resolution No. 2023-957 as stated above.

The five (5) restrictions being established herein pursuant to Conditions Numbers 1 to 5 as set forth in Resolution No. 2023-957 as adopted by the Town Board on February 5, 2024 shall be binding on all parties claiming thereunder and shall run and touch the land except that the recorded restriction can be changed, modified or eliminated by a majority vote of the Town Board.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE(S) ON FOLLOWING PAGE]**

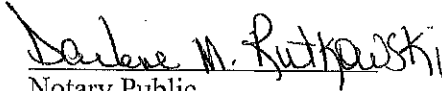
IN WITNESS WHEREOF, the party hereto has the full legal authority to execute this Declaration of Restrictions.

4780 SHERIDAN DRIVE LLC

Signature: 
Name: Andrew Romanowski
Title: Managing Member

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

On this 24 day of December, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Romanowski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within this 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

DARLENE M. RUTKOWSKI
No. 01FO6148986
Notary Public, State of New York
Qualified in Erie County
My Commission Expires July 3, 2026

SCHEDULE A

METES AND BOUNDS LEGAL DESCRIPTION OF THE SUBJECT PARCEL

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, 60, Township 12, and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Sheridan Drive, distant 214.37 feet west of the east line of lands conveyed to Michael Trenz and Elsie Trenz, his wife by deed recorded in the Erie County Clerk's Office in Liber 3381 of Deeds at page 411;

thence northerly along the west line of lands per deed filed in the Erie County Clerk's Office in Liber 5022 Deeds page 430, at an interior angle of $101^{\circ}11'$, a distance 50.97 feet to a point in the south line of said Sheridan Drive being the True Point and Place of Beginning;

thence westerly along the said south line of Sheridan Drive 215.35 feet to a point in the west line of said Michael Trenz and Elsie Trenz in Liber 3381 of Deeds at page 411;

thence northerly at an interior angle of $78^{\circ}47'$ and along the west line of said Trenz, 789.86 feet to a point;

thence east at an interior angle of $90^{\circ}59'$, a distance of 422.64 feet to a point in the east line of said Michael Trenz and Elsie Trenz in Liber 3381 of Deeds at page 411;

thence south at an interior angle of $88^{\circ}38'9''$ and along the east line of said Trenz, 257.10 feet to a point, being the northeast corner of lands conveyed to Edward Roessel and Jennie Roessel, his wife by deed recorded in said Erie County Clerk's Office in Liber 4296 of Deeds at page 180;

thence westerly at right angles along said Roessel's north line, 178.00 feet to the northwest corner thereof;

thence southerly along said Roessel's west line, 101.72 feet to an angle point therein;

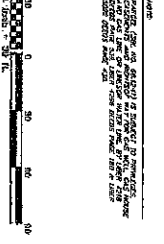
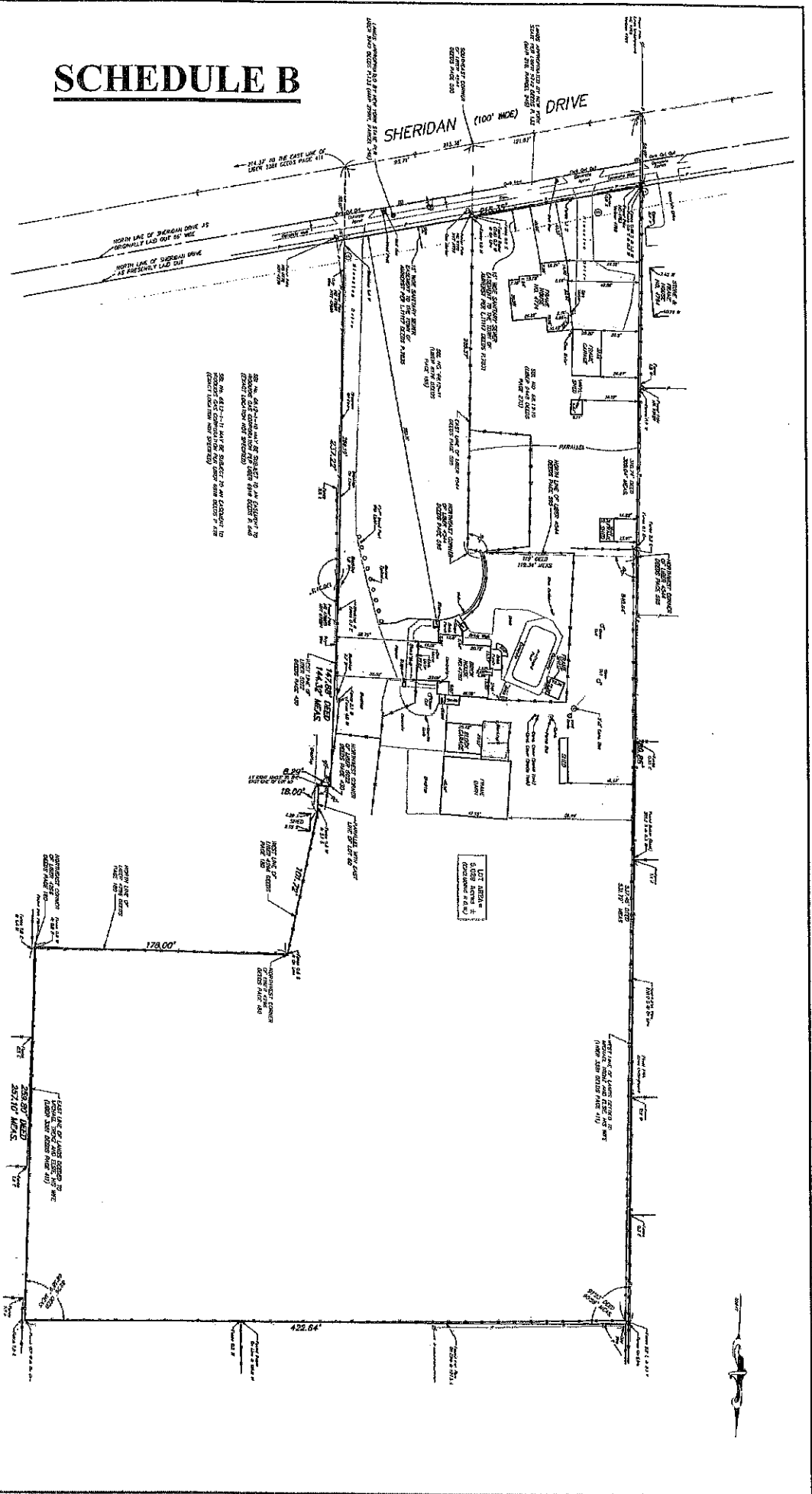
thence continuing along said Roessel's west line and parallel with the east line of Lot No. 60, 18.00 feet to a point;

thence westerly at right angles to the east line of said Lot No. 60, 8.29 feet to the northwest corner of lands conveyed to John J. Julian and Frances J. Julian, his wife by deed recorded in said Erie County Clerk's Office in Liber 5022 of Deeds at page 430;

thence southerly at right angles and along the west line of said lands so conveyed to said John J. Julian and Frances J. Julian, 144.32 feet to an angle point therein;

thence continuing southerly at an exterior angle of $178^{\circ}21'05''$, 237.22 feet to the True Point and Place of Beginning. This parcel containing 5.029 acres of land more or less.

SCHEDULE B



- LEGEND**
- 1. Survey of original plat
 - 2. Survey of original plat - amended
 - 3. Survey of original plat - corrected
 - 4. Survey of original plat - corrected - amended
 - 5. Survey of original plat - corrected - amended - corrected
 - 6. Survey of original plat - corrected - amended - corrected - amended
 - 7. Survey of original plat - corrected - amended - corrected - amended - corrected
 - 8. Survey of original plat - corrected - amended - corrected - amended - corrected - amended
 - 9. Survey of original plat - corrected - amended - corrected - amended - corrected - amended - corrected
 - 10. Survey of original plat - corrected - amended - corrected - amended - corrected - amended - corrected - amended

BOUNDARY SURVEY

Michael Mackay & Sons

LAND SURVEYORS, L.P.

42801 25th Street, Suite 200
Houston, Texas 77058-5801
Tel: 281.461.8800
Fax: 281.461.8801
www.mmsurveyors.com

BOUNDARY SURVEY

PART OF LOT 28, SECTION 35, TOWNSHIP 32, RANGE 2, OF THE

COUNTY OF DALLAS, TEXAS

PLAT NO. 28-35-32-2

PLAT 28-35-32-2

DATE: 05/27/2024

SCALE: 1" = 40'

ALL RIGHTS RESERVED

NO WARRANTY IS MADE BY THE SURVEYOR AS TO THE ACCURACY OF THE SURVEY.

THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE SURVEY ONLY.

NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS.

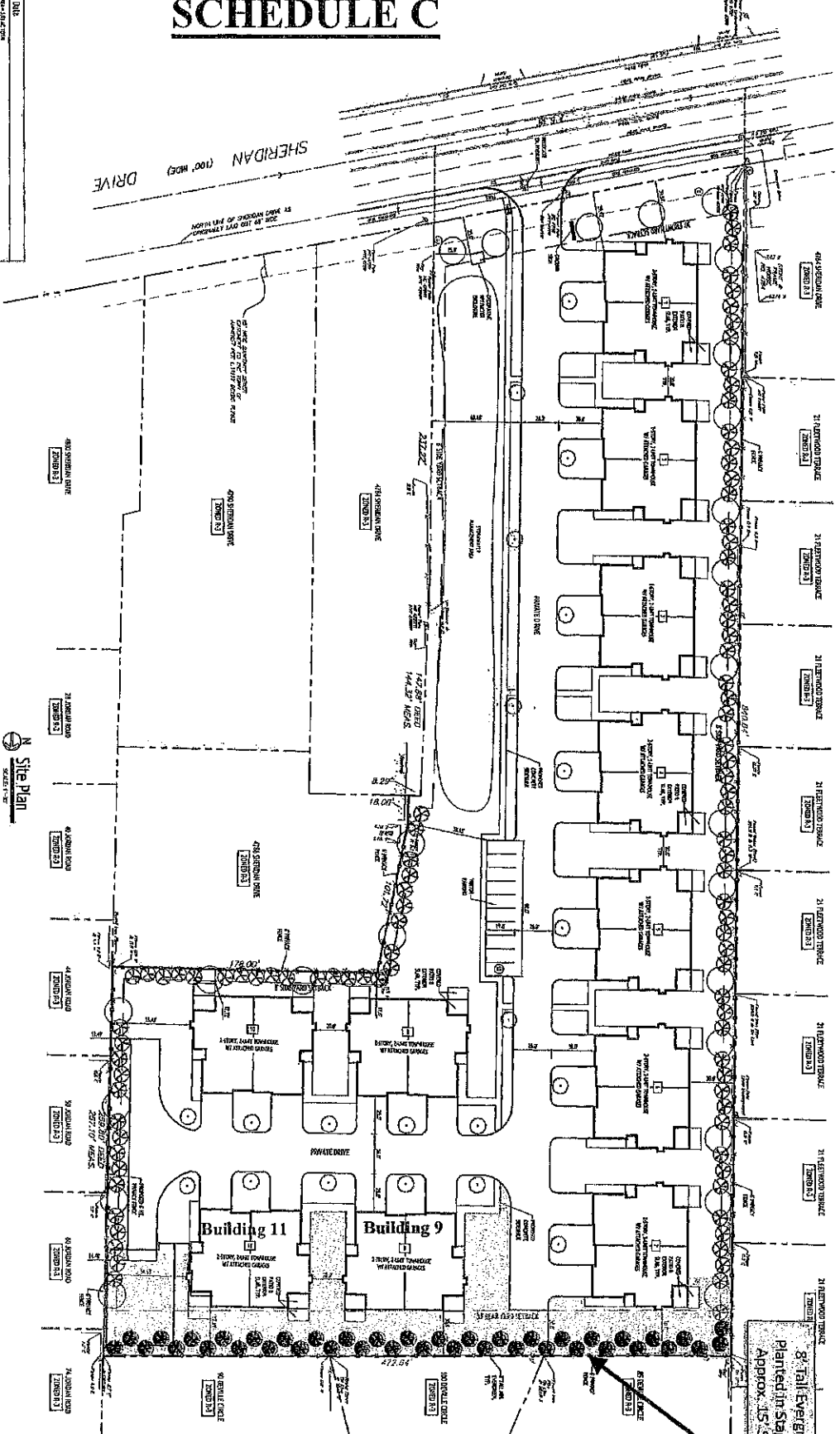
NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS.

ALL THE INFORMATION ON THESE DOCUMENTS AND THE REPRESENTATION OF THE INFORMATION THEREON IS THE PROPERTY OF CARMINA WOOD DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE, REPRODUCTION, OR DISTRIBUTION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF CARMINA WOOD DESIGN IS STRICTLY PROHIBITED. THE USER OF THIS INFORMATION AGREES TO HOLD CARMINA WOOD DESIGN HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM SUCH REUSE, REPRODUCTION, OR DISTRIBUTION.

SCHEDULE C

SHEET DATA	
PROJECT NAME	PROPOSED MULTI-FAMILY RESIDENTIAL DEVELOPMENT AT 4774 & 4780 SHERIDAN DRIVE
DATE	08/20/2024
DRAWN BY	MM
CHECKED BY	MM
DATE	08/20/2024
SCALE	AS SHOWN
PROJECT NO.	24-0000
SHEET NO.	10

REVISIONS		
NO.	DATE	DESCRIPTION
1	08/20/2024	ISSUED FOR PERMIT



N
Site Plan
SCALE: 1/8" = 1'-0"

8' Tall Evergreen Trees
Planted in staggered Row
Approx. 15' Separation

NOT TO SCALE
ALL DIMENSIONS AND LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION.

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME: Site Plan Concept
DRAWING NO: C-100
PROJECT NO: 24-0000

Proposed Multi-Family
4774 & 4780 Sheridan Drive
Amherst, NY

CARMINA WOOD DESIGN
Buffalo | Utica |

MICHAEL P. KEARNS, ERIE COUNTY CLERK
REF:

DATE: 12/27/2024
TIME: 4:02:16 PM
RECEIPT: 24204642

HOPKINS SORGI & MCCARTHY PLLC- BOX 460
ACCOUNT #: 9074

ITEM - 01 7P
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224571 BK/Pg P 238/4363
GLEASON RUDOLPH L
GLEASON GRETA J
Recording Fees 115.00
Subtotal 115.00

ITEM - 02 7P
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224572 BK/Pg P 238/4378
GLEASON GRETA J
GLEASON RUDOLPH L
Recording Fees 115.00
Subtotal 115.00

ITEM - 03 703
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224573 BK/Pg D 11440/4827
GLEASON GRETA
Recording Fees 55.00
Subtotal 55.00

ITEM - 04 DEED
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224574 BK/Pg D 11440/4830
Deed Sequence: TT2024010485
GLEASON GRETA
4780 SHERIDAN DRIVE LLC
Recording Fees 65.00
RP5217 CNTY \$9 9.00
RP5217 ST-RES \$116 116.00
TP584 10.00
TRANSFER
MANSION TT 0.00
TT-STATE \$2/500 2,900.00
Subtotal 3,100.00

ITEM - 05 774
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224575 BK/Pg D 11440/4835
4780 SHERIDAN DRIVE LLC
Recording Fees 75.00
Subtotal 75.00

TOTAL DUE \$3,460.00
PAID TOTAL \$3,460.00
PAID CHECK \$3,460.00
Check #1698: 265.00
Check #103248583-2: 3,195.00

REC BY: Melanie K
COUNTY RECORDER

EXHIBIT 10

REQUEST FOR PROPERTY SPLIT/PROPERTY MERGE

Date: February 19, 2025

Applicant Information:

Name: 4780 Sheridan Drive LLC c/o Sean Hopkins, Esq. Email: shopkins@hsmlegal.com
Address: 35 California Drive, Suite 100 Phone: 716.510-4338

Representative Information:

Name: _____ Email: _____
Address: _____ Phone: _____

Merge: (if request involves more than 2 parcels, please use the next page)

- 1. Address: 4774 Sheridan Drive
Owner of Record: 4780 Sheridan Drive LLC
SBL: 68.12-1-10
 Owner Authorization Attached (if other than applicant) Survey Attached
- 2. Address: 4780 Sheridan Drive
Owner of Record: 4780 Sheridan Drive LLC
SBL: 68.12-1-11
 Owner Authorization Attached (if other than applicant) Survey Attached

Split:

- 1. Address: _____
Owner of Record: _____
SBL: _____

Owner Authorization Attached (if other than applicant) Survey Attached Deed Attached

Description of Proposed Action:

The Applicant is requesting the two parcels at 4774 & 4780 Sheridan Drive that were acquired via a Warranty Deed recorded at the Erie County Clerk's Office on December 27, 2024 at Liber 1440 of Deeds at 4830. A recorded copy of the Warranty Deed is provided at Exhibit "1" A reduced-size copy of the Survey of the Project Site is provided at Exhibit "2".

REQUEST FOR PROPERTY SPLIT/ PROPERTY MERGE

3. Address: _____

Owner of Record: _____

SBL: _____

Owner Authorization Attached (if other than applicant)

Survey Attached

4. Address: _____

Owner of Record: _____

SBL: _____

Owner Authorization Attached (if other than applicant)

Survey Attached

5. Address: _____

Owner of Record: _____

SBL: _____

Owner Authorization Attached (if other than applicant)

Survey Attached

OFFICIAL USE ONLY

Zoning Enforcement Officer: Approved Denied; Comments Below

Zoning District(s): Residential District Four (R-4)

Merge of SBL 68.12-1-10 and 68.12-1-11 approved
in order to combine tax map parcels per condition
of re-zoning approval Z-2023-07 + SP-2024-05

Signature: [Signature]

Date: 3/10/2025

Assessor's Office:

Parcels are contiguous Parcels have the same owner

New parcel address: _____

New SBL: _____

New parcel address: _____

New SBL: _____

Signature: _____

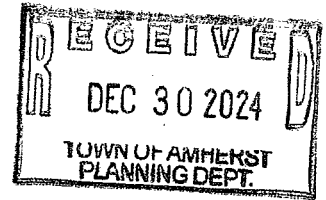
Date: _____

DU/

"X:\Zoning_Officer\MergesSplits\Forms\Merge_Split_Application.docx"

cc. Scott Marshall, Principal Planner
Doug Gesel, Sup. Code Enforcement Officer
Emily Murphy, Town Assessor

WARRANTY DEED



THIS INDENTURE

Made the 17th day of December, 2024

FILED

DEC 27 2024

ERIE COUNTY
CLERK'S OFFICE

BETWEEN

Greta Gleason and Rudolph Gleason by Diane C. Wolf, as agent, residing at 5885 Kamner Drive, Clarence Center, NY 14032,

party of the first part, and

4780 Sheridan Drive, LLC, having an office at 4727 Camp Road, Hamburg NY 14075

party of the second part.

WITNESSETH, that the party of the first part, in consideration of **One and More Dollar (\$1.00 and more)** lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, their survivors, beneficiaries, and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, more particularly described on the attached "Schedule A"

Said premises being known as 4774 and 4780 Sheridan Drive, Williamsville, NY 14221,

SUBJECT to covenants, easements, restrictions, declarations and agreements of record.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their survivors, beneficiaries, and assigns forever.

AND said party of the first part covenant as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises;

SECOND, that said party of the first part will forever **WARRANT** the title to said premises.

THIRD, that in compliance with Section 13 of the Lien Law, covenants the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

Greta Gleason by Diane C Wolf as agent
L.S.
Greta Gleason by Diane C. Wolf, as agent

Rudolph Gleason by Diane C Wolf as agent
L.S.
Rudolph Gleason by Diane C. Wolf, as agent

State of New York)
County of ERIE) ss:

On this 17th day of December, 2024, before me, the undersigned, personally appeared **Greta Gleason by Diane C. Wolf, as agent and Rudolph Gleason by Diane C. Wolf, as agent**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Francis R. Ciura
Notary Public, State of New York
Registration No. 01C16062005
Qualified In Erie County
Commission Expires July 30, 2025

PARCEL A (4780 Sheridan Drive)

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. 60, Township 12, and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Sheridan Drive, distant 214.37 feet west of the east line of lands conveyed to Michael Trenz and Elsie Trenz, his wife by deed recorded in the Erie County Clerk's Office in Liber 3381 of Deeds at page 411; thence westerly along the center line of Sheridan Drive 93.71 feet to a point, which point is also the southeasterly corner of land deeded to William J. Kraus and Emma A. Kraus, his wife by deed recorded in said Erie County Clerk's Office in Liber 4544 of Deeds at page 595; thence northerly along the east line of said Kraus lands, 285.37 feet to the northeast corner thereof; thence west at right angles and along the north line of said Kraus lands, 119 feet to the northwest corner thereof; thence north at right angles and along the west line of lands deeded to Michael Trenz and Elsie Trenz, his wife by deed hereinabove mentioned, 237.45 feet to a point; thence easterly at an interior angle of $91^{\circ} 23'$, 422.64 feet to the east line of lands conveyed to said Michael Trenz and Elsie Trenz, his wife by deed aforesaid; thence south at an interior angle of $88^{\circ} 26'$ and along the east line of said Trenz lands as conveyed by deed as aforesaid 259.80 feet to a point, which is also the northeast corner of lands conveyed to Edward Roessel and Jennie Roessel, his wife by deed recorded in said Erie County Clerk's Office in Liber 4296 of Deeds at page 180; thence westerly along said Roessel's north line 178 feet to the northwest corner thereof; thence southerly along said Roessel's west line 101.72 feet to a point; thence continuing along said Roessel's west line and parallel with the east line of Lot No. 60, 18 feet to a point; thence westerly at right angles to the east line of said Lot No. 60, 8.29 feet to the northwest corner of lands conveyed to John J. Julian and Frances J. Julian, his wife by deed recorded in said Erie County Clerk's Office in Liber 5022 of Deeds at page 430; thence southerly along the west line of said lands so conveyed to said John J. Julian and Frances J. Julian, his wife by deed aforesaid, 147.88 feet to a point therein; and thence southerly on a line deflecting to the east, 288.19 feet to the point or place of beginning.

TRINITY TITLE & ABSTRACT CORP.

PARCEL B (4774 Sheridan Drive)

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. 60, Township 12, and Range 7 of the Holland Land Company's Survey, bounded and described as follows:

COMMENCING at a point in the center line of Sheridan Drive at the intersection of the west line of premises deeded to Michael Trenz and Elsie Trenz, his wife by deed recorded in the Erie County Clerk's Office in Liber 3381 of Deeds at page 411 with the center line of Sheridan Drive; running thence northeasterly along the center line of Sheridan Drive 121.67 feet to a point; running thence north and parallel with the west line of the said premises deeded to the said Michael Trenz and Elsie Trenz, his wife as aforesaid, by deed aforesaid, 285.37 feet to an iron post; running thence west at right angles with the west line of premises so deeded to the said Michael Trenz and Elsie Trenz, his wife by deed aforesaid, 119 feet to an iron post in the west line of said premises of said Michael Trenz and Elsie Trenz, his wife; running thence southerly along the west line of the said land of Michael Trenz and Elsie Trenz, his wife, by deed aforesaid, 310.74 feet in a straight line to the point or place of beginning in the center line of Sheridan Drive.

MICHAEL P. KEARNS, ERIE COUNTY CLERK
REF:

DATE: 12/27/2024
TIME: 4:02:16 PM
RECEIPT: 24204642

HOPKINS SORGI & MCCARTHY PLLC- BOX 460
ACCOUNT #: 9074

ITEM - 01 7P
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224571 BK/PG P 238/4363
GLEASON RUDOLPH L
GLEASON GRETA J
Recording Fees 115.00
Subtotal 115.00

ITEM - 02 7P
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224572 BK/PG P 238/4378
GLEASON GRETA J
GLEASON RUDOLPH L
Recording Fees 115.00
Subtotal 115.00

ITEM - 03 703
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224573 BK/PG D 11440/4827
GLEASON GRETA
Recording Fees 55.00
Subtotal 55.00

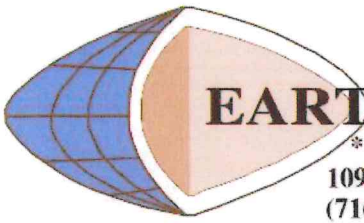
ITEM - 04 DEED
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224574 BK/PG D 11440/4830
Deed Sequence: TT2024010485
GLEASON GRETA
4780 SHERIDAN DRIVE LLC
Recording Fees 65.00
RP5217 CNTY \$9 9.00
RP5217 ST-RES \$116 116.00
TP584 10.00
TRANSFER
MANSION TT 0.00
TT-STATE \$2/500 2,900.00
Subtotal 3,100.00

ITEM - 05 774
RECD: 12/27/2024 4:20:45 PM
FILE: 2024224575 BK/PG D 11440/4835
4780 SHERIDAN DRIVE LLC
Recording Fees 75.00
Subtotal 75.00

TOTAL DUE \$3,460.00
PAID TOTAL \$3,460.00
PAID CHECK \$3,460.00
Check #1698: 265.00
Check #103248583-2: 3,195.00

REC BY: Melanie K
COUNTY RECORDER

EXHIBIT 11



EARTH DIMENSIONS, INC.

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

December 4, 2024

W7J18b

Andrew Romanowski, Member
4780 Sheridan Drive, LLC
4727 Camp Road
Hamburg, New York 14075

**Re: Preliminary Wetland Investigation – 5.08± acres
4774-4780 Sheridan Drive (SBL# 68.12-1-10 & 68.12-1-11)
Town of Amherst, Erie County, New York**

Dear Mr. Romanowski:

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 December 4, 2024. The limits of the site investigation are highlighted on the attached location map from the Erie County On-Line Mapping Application. No wetlands were identified as defined by the U.S. Army Corps of Engineers (USACE) wetland delineation manuals.

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

Based on this site investigation, it is our professional opinion that there are no federal or state regulated wetlands within the investigation area. Therefore, it is our professional opinion that your project may proceed without the need for a Section 404 or Article 24 permit from USACE or NYSDEC, respectively.

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.



Erie County On-Line Mapping Application



0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

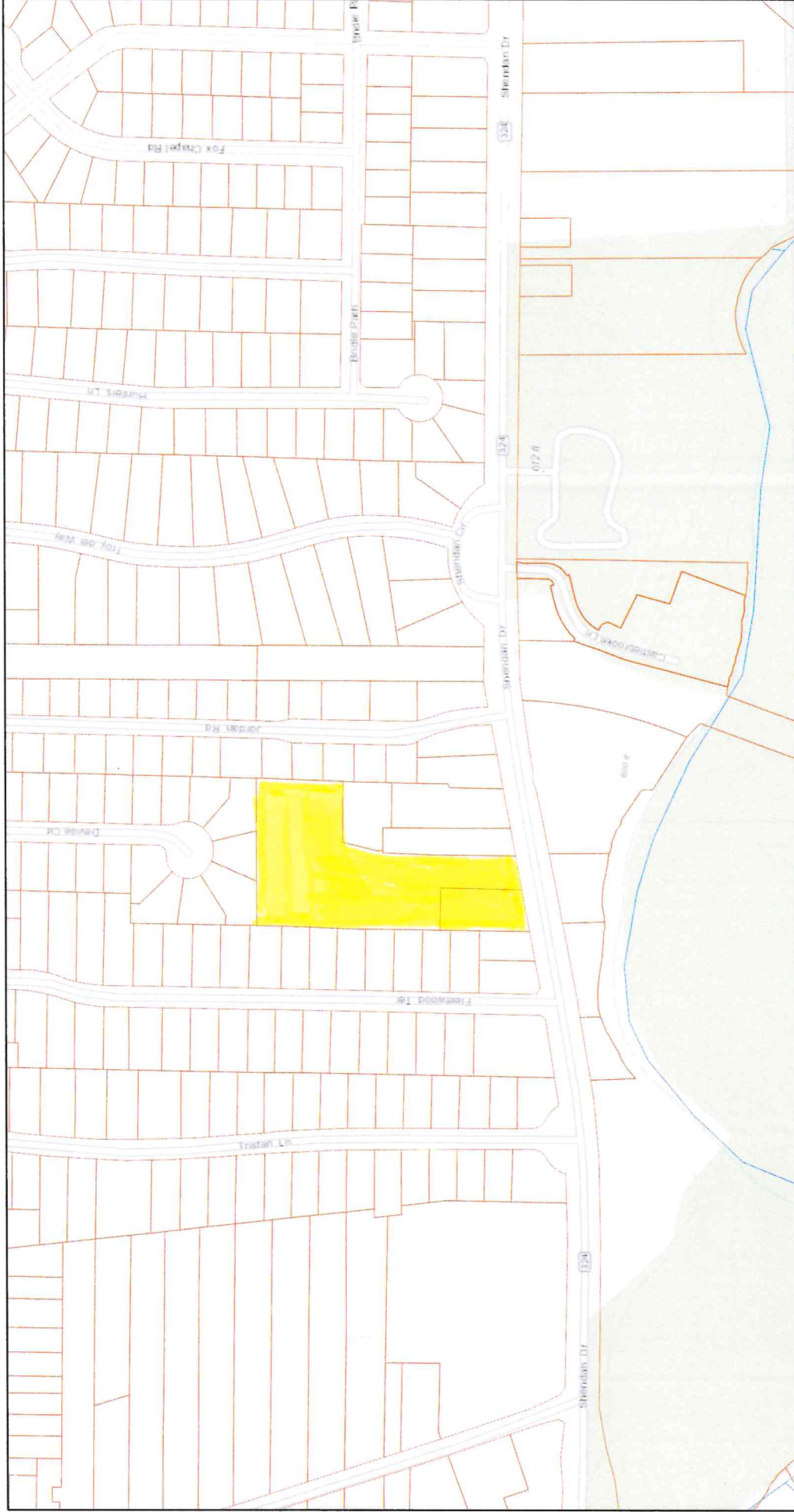


Legend
□ Parcels



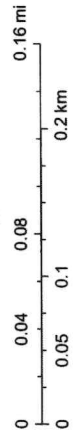
1: 2,257

Environmental Resource Mapper



December 4, 2024

1:4,514



Province of Ontario, Ontario MNR, Esri Canada, Esri, HERE,
Garmin, INCREMENT P, USGS, EPA, USDA

NYS Department of Environmental Conservation
Not a legal document

EXHIBIT 12



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

December 14, 2018

Dr. Doug Perrelli
Univ Buffalo Archaeological Survey
Anthropology 380 MFAC Ellicott
Buffalo, NY 14261

Re: DEC
Proposed Residential Development Project
4774 and 4780 Sheridan Drive, Amherst, Erie County, NY
18PR07939

Dear Dr. Perrelli:

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 report prepared by the Archaeological Survey (University at Buffalo) entitled "Phase I Archaeological Reconnaissance Survey of a Proposed Residential Development at 4780 Sheridan Drive, Town of Amherst, Erie County, New York" (Hartner & Whalen December 2018), 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.

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. This recommendation pertains only to the Project Area examined during the above-referenced investigation. It is not applicable to any other portion of the project property. Should the project design be changed OPRHP recommends further consultation with this office.

If further correspondence is required regarding this project, please refer to the project number (PR) noted above. If you have any questions, I can be reached at 518-268-2218 or via email at Josalyn.Ferguson@parks.ny.gov.

Sincerely,

Josalyn Ferguson (B.A., M.A.)
Historic Preservation Specialist/Archaeology

via e-mail only

c.c. Charles Vandrei, DEC

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com