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October 30, 2026

Via E-Mail and Hand Delivery

Town of Amherst Planning Board
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221
ATTN: Scott A. Marshall, Principal Planner

Re: Response to Outstanding Review Comments
Townhomes at Muir Woods – 770 John James Audubon Parkway
SBL No. 41.05-3-9 (SP-2026-03)

Applicant: 770 JJAP, LLC

Ladies and Gentlemen:

On behalf of 770 JJAP, LLC (the "Applicant"), we submit this letter in response to the outstanding review comments of the Town of Amherst on the Application for Major Site Plan Review, SP-2026-03, for the Townhomes at Muir Woods, 770 John James Audubon Parkway (SBL No. 41.05-3-9) (the "Property"), including the Planning Department's review letter dated October 6, 2026, the Town Attorney's memorandum dated October 8, 2026, the Traffic Safety Coordinator's review dated October 9, 2026, and the related reviews of the Engineering Department (including its stormwater and sewer reviews) and the Amherst Fire Chiefs' Association, as transmitted by the Planning Department on October 22, 2026. This letter supplements the Applicant's response dated September 29, 2026. For ease of review, each comment is reproduced below in the order and with the numbering used in the Town's reviews, followed by the Applicant's response.

The Applicant's Administrative Appeal Application to the Zoning Board of Appeals (the "Administrative Appeal"), seeking approval of the Open Development Area ("ODA") referenced in the Zoning Enforcement Officer's comments, and its Area Variance Application from the buffer and screening requirements of Code § 203-7-2-4 B (together, the "ZBA Applications") will be submitted under separate cover simultaneously with this letter. The Applicant is proceeding by Administrative Appeal, rather than a separate ODA application to the Town Board, at the recommendation of the Town Attorney and the Zoning Enforcement Officer. Because both ZBA Applications arise from the same Project and the same site plan, the Applicant requests that they be considered together. This letter encloses the remaining materials, including the proposed Town Board resolutions consenting to the formation of the water works and sewer works corporations for the Project, as requested, and the draft Declaration and By-Laws for the homeowners' association.

MATERIALS ENCLOSED

Exhibit "A" – Revised Site Plan Set, including Fire Truck Turning Plan

Exhibit "B" – Proposed Town Board Resolutions – Consent to Formation of Water Works Corp. and Consent to Formation of Sewer Works Corp.

Exhibit "C" – Draft Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens and Draft By-Laws – Muir Woods Townhomes Homeowners Association, Inc.

Exhibit "D" – Entry Monument Sign – Townhomes at Muir Woods

I. PLANNING DEPARTMENT REVIEW LETTER (OCTOBER 6, 2026)

Zoning Enforcement Officer Review

- **Comment 1 – Subdivision Regulations (§ 203-5-2-7 D)**

  1. To evaluate compliance with the required findings in §203-5-2-7 D of Town Code for the proposed subdivision we defer to the Town's Subdivision regulations §204 of Town Code.

RESPONSE: The Applicant acknowledges this comment. Responses to subparts a through f follow.

- **Comment 1(a) – Curbing**

  a. The curbing required by §204-3-2-4 A (5) (b) of Town Code along the proposed streets is not permitted. A request to vary this requirement in front of the townhome buildings to provide flush curbing has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code. The plans do not clearly show the limits of the required upright 6" curb for the remainder of the roadway sections.

RESPONSE: The Applicant's request for relief under § 204-4-7 as to flush curbing in front of the townhome buildings has been submitted and is pending before the Planning Board. The revised plans (Exhibit "A") show the limits of upright concrete curbing along the remainder of the roadway sections, with flush curbing only along the townhome frontages for which relief is requested.

- **Comment 1(b) – Sidewalks**

  b. Sidewalks required by §204-3-2-4 A (5) (b) of Town Code are not provided on both sides of the proposed roadways. A request to waive/vary this requirement has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code.

RESPONSE: The Applicant's sidewalk waiver request is pending before the Planning Board. See also the response to Planning Department Staff Review Comment 7.

- **Comment 1(c) – Lot Lines**

  c. The proposed lots do not comply with the requirements of §204-3-2-4 A (7) (c) of Town Code as proposed lot line do not go to the centerline of the private street. A request to waive/vary this requirement has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code.

RESPONSE: The Applicant's request is pending before the Planning Board. The proposed lot configuration was designed to accommodate the townhome layout, with the private roadway and common elements owned and maintained by the homeowners' association, and the configuration facilitates that maintenance.

- **Comment 1(d) – Turnarounds**

  d. Turnarounds are not provided in accordance with §204-3-2-4 F (4) of Town Code. A request to waive/vary this requirement has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code.

RESPONSE: The Applicant's request is pending before the Planning Board. The turnaround design was developed in coordination with the site layout and emergency access requirements, and the dead-end roadway segments are designed to satisfy the 2025 New York State Fire Code, as demonstrated on the Fire Truck Turning Plan as previously submitted.

- **Comment 1(e) – Pavement Section**

  e. Proposed roadway pavement section does not meet the requirements of §204-3-2-4 J of Town Code. A request to waive/vary this requirement has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code.

RESPONSE: The Applicant's request is pending before the Planning Board. The proposed pavement section (1-inch top, 2-inch binder, and 8-inch subbase, Sheet C-105) is designed for the anticipated traffic on privately owned and maintained roadways.

- **Comment 1(f) – Private Water Works and Sewer Works Corporations**

  f. Pursuant to Section 204-4-6-2H(2) provide draft sewer works and waterworks certificates of incorporation and a draft copy of the bylaws for each corporation.

RESPONSE: The water and sanitary sewer facilities serving the Project will be privately owned and maintained. As requested, the Applicant is enclosing as Exhibit "B" the proposed Town Board resolutions consenting to the formation of a water works corporation and a sewer works corporation for the Project's 160 townhome dwelling units, in the Town Attorney's agenda-item format. Town Board consent, as the controlling municipality, is a condition of forming each

corporation under Article 10 of the New York Transportation Corporations Law, and the Applicant respectfully requests that the Planning Department place the resolutions on the Town Board's agenda at its earliest convenience. The draft certificates of incorporation and draft by-laws for each corporation, which will provide for the perpetual maintenance of the private sanitary sewers and waterlines as required by § 204-4-6-2H(2), are being finalized and will be submitted under separate cover. This also responds to Engineering Services Condition 2 (August 13, 2026).

- **Comment 2 – Monument Sign**

  2. Unable to make findings required by §203-5-2-7 J of Town Code. No information beyond the proposed location of the development's monument sign was provided. The proposed location of the needs to be dimensioned a minimum of 15 feet from the right-of-way and not be located within the clear vision area. Signage is part of site plan approval in the NCD and all associated details of the sign need to be provided (e.g. size, materials, illumination etc.). Understand that information is forthcoming.

RESPONSE: The location of the sign is identified in Exhibit "A," and copies of the proposed entry monument sign are enclosed as **Exhibit "D."** The sign will be dimensioned a minimum of 15 feet from the right-of-way and located outside the clear vision area. Details of the monument sign have also been included on the Site Plan, see sheet C-106.

- **Comment 3 – Buffer and Screening (§ 203-7-2-4 B)**

  3. The buffer and screening required by §203-7-2-4 B of Town Code (a high impact screen) is not provided between the proposed development and the properties northerly, easterly and southerly. Existing vegetation may be used to meet this required provided that it is on the subject site. We understand that you do not want to provide the buffers §203-7-2-4 B of Town Code but they are required unless a variance to this requirement is obtained. Understand that a variance application is forthcoming.

RESPONSE: The Applicant's Area Variance Application will be submitted under separate cover, together with the Administrative Appeal Application. The Property is bounded by regulated wetlands to the north and east and by the existing lake to the south, and the Project's landscape plans (Sheets L-100 through L-104) retain the existing tree line adjacent to the wetlands where it is on the Property.

- **Comment 4 – Open Development Area**

  4. An Open Development Area (ODA) pursuant to Section 280-a of NYS Town Law must be approved for the construction of the townhomes which will not be on a public highway. Understand that an ODA application is forthcoming.

RESPONSE: The Applicant is submitting an Administrative Appeal Application to the Zoning Board of Appeals, together with the Area Variance Application referenced above, seeking approval of the ODA, as recommended by the Town Attorney and the Zoning Enforcement Officer. The townhome lots will have access over the HOA common-area parcel and its private streets rather than on a public highway. Town Law § 280-a(3) authorizes the Zoning Board of Appeals, on appeal from the decision of the administrative official charged with issuing building

permits, to make a reasonable exception to the street access requirement of Town Law § 280-a(1) and permit building permits to issue, subject to conditions that protect any future street layout, and Code § 8-14 governs such appeals.

- **Comment 5 – Draft Subdivision Map Cover (Sheet C-104)**

  5. Drawing number C-104 should be redrawn as a draft subdivision map cover showing all draft easements, parcel dimensions and overall parcel dimensions. Additionally, show those lands which the Town of Amherst will not be accepting, and include as part of this development. Understand that a draft subdivision map is forthcoming and it will replace sheet C-104.

RESPONSE: The draft subdivision map cover, showing the proposed easements, parcel and overall tract dimensions, and the lands that will remain in private ownership and maintenance, will be prepared by GPI and shown on Sheet C-104 for the subdivision application process.

Planning Department Staff Review

- **Comment 1 – Existing Bike Path Easement**

  1. Provide a copy of the filed easement to the Town of Amherst for the existing bike path on this portion of site 'B'. Understand that you are finalizing this easement and that it is forthcoming.

RESPONSE: The Applicant will provide a filed copy of the existing bike path easement to the Town once it is recorded.

- **Comment 2 – Relocated Bike Path Easement**

  2. Provide a draft of the proposed easement to the Town of Amherst for the relocated bike path on this portion of the site for review. Understand that you are finalizing this easement and that it is forthcoming.

RESPONSE: An updated draft of the Temporary Non-Exclusive Recreational Trail Easement was provided to the Town Attorney's Office on September 15, 2026, and the Applicant is awaiting additional comments in order to finalize and record it. See also the response to Town Attorney Comment 3.

- **Comment 3 – Ditch #4 and #4B Easement (Filed)**

  3. Provide a copy of the filed easement to the Town of Amherst over ditch #4 and #4B on this site that was required in the Certificate of Amended Findings (pg. 19). Understand that you are finalizing this easement and that it is forthcoming.

RESPONSE: The Non-Exclusive Permanent Drainage Easement for ditch #4 and #4B has been approved by the Town and will be executed and recorded. The Applicant will provide a filed copy upon recording. See also the response to Town Attorney Comment 4.

- **Comment 4 – Relocated Ditch #4 and #4B Easement**

  4. Provide a copy of the proposed easement to the Town of Amherst over for the relocated ditch #4 and #4B on this portion of the site for review. Understand that you are finalizing this easement and that it is forthcoming.

RESPONSE: The form of the Non-Exclusive Permanent Drainage Easement has been approved by the Town Attorney's Office, and the Applicant will execute and record it along with the Temporary Non-Exclusive Recreational Trail Easement referenced above.

- **Comment 5 – Offering Plan / Declaration of Restrictive Covenants**

  5. Provide a draft offering plan/declaration of restrictive covenants for all common areas/facilities. Understand that you are finalizing these documents and that they are forthcoming.

RESPONSE: The draft Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens and the draft By-Laws of Muir Woods Townhomes Homeowners Association, Inc. (the "HOA") are enclosed as Exhibit "C." As drafted, the Declaration provides for the conveyance to the HOA of the Association Property, consisting principally of the private roadways, common green areas, driveways, and walkways; makes the HOA responsible for maintaining and replacing the private roadways, bike paths, stormwater facilities, detention ponds, walkways, and green areas and for snow removal; funds that work through assessments that are a charge and continuing lien on each unit; and runs with the land.

- **Comment 6 – Emergency Generator and Pump Station**

  6. Power to the pump station in a power outage is proposed to be supplied by an emergency back up generator. If the generator is fixed and located on the site it needs to be shown on the site plan and screened in accordance with §203-7-2-3 C of Town Code and details of the generator provided. Understand that you are finalizing the emergency power supply and that they it is forthcoming.

RESPONSE: The generator and associated equipment are shown on Sheet C-100 and C-102. with specifications and dimensions and will be screened in accordance with § 203-7-2-3 C. The pump station and force main will be privately owned and maintained, and the Applicant will obtain the Fire Prevention permit required for the generator. Details for the generator have also been added to sheet C-106. Appropriate screening has also been included. Sheet Landscape Plan sheets L-100 and L-102.

- **Comment 7 – Sidewalks**

  7. Recommend that sidewalks a minimum of 4 feet in width be provided on both sides of all roadways. A request to waive/vary this requirement has been submitted and will be acted on by the Planning Board in accordance with §204-4-7 of Town Code.

RESPONSE: The Applicant's sidewalk waiver request is pending before the Planning Board. The pedestrian network of sidewalks and the existing and relocated trail system provides connectivity throughout the Project, as shown on Sheets C-100 through C-104.

- **Comment 8 – Residential Project Findings (§ 203-8-7-8)**

  8. In reviewing the project against the requirements §203-8-7-8 of Town Code for residential projects this departments finds that: Your correspondence acknowledges these findings.

  A. The adequacy of usable space for active and passive recreation including pedestrian connections. The proposed development includes pedestrian connections, sidewalks, and integration with the existing and relocated trail system, which provide opportunities for both active and passive recreation. In addition, residents will have access to adjacent open space areas and recreational amenities located throughout the broader Muir Woods development.

  B. Adequacy of open space lands for public ownership and use offered for dedication or other disposition to the town or other public entity. 200+ acres of wetland area within the "Muir Woods" development is proposed to be deeded over to the Town of Amherst.

  C. Adequacy of school sites and facilities. Review by the Williamsville Central School District is pending.

  D. The extension of roadways provided to adjacent property. Given the area to the north and east of the subject site is largely regulated wetland and to the south a water feature (pond/lake) no opportunity is available to extend roadways.

RESPONSE: The Applicant acknowledges findings A through D. As to B, the Applicant's offer to deed the 200+ acres of wetlands to the Town is addressed further in the response to Town Attorney Comment 2. As to D, the wetlands and the lake preclude any extension of roadways to adjacent property.

- **Comment 9 – School Bus Stop**

  9. Provide a school bus stop location to allow school age children to be picked up/dropped off without the buses entering the private road system, which the Williamsville School District will not utilize.

RESPONSE: A school bus pickup and drop-off location has been identified on the plans (Exhibit "A") so that buses will not enter the private street system, subject to review by the Williamsville Central School District, whose review remains pending.

- **Comment 10 – SEQR**

  10. Note that any other SEQR-related issues raised during the review process for this site plan must be addressed prior to action by the Planning Board.

RESPONSE: The Applicant will continue to address any SEQRA issues raised. The most recent Full Environmental Assessment Form is the revised FEAF submitted with the Applicant's September 29, 2026 submission, and the Applicant refers the Town to that form.

- **Comment 11 – Reduction and Electronic Copies**

  11. Please provide an 8½" x 11" reduction of the site plan and an electronic version of any revised plans, amended or additional materials submitted for review.

RESPONSE: Per direction from Scott Marshall given on 10/30/26, providing an 8.5"x11" reduction of the site plan is no longer needed.

Landscape Architect Review

- **Comment 1 – Buffers and Screening**

  1. If existing trees are not to remain on site, please provide the necessary buffers and screening along the north, east and south property line on sheets L100 to L103 as per Zoning Ordinance §7-2-4 (B). Native vegetation is preferred near the wetlands and wetland buffers (Exhibit C). Understand that a variance application is forthcoming.

RESPONSE: Supplemental native plantings are shown on Sheets L-100 through L-103 where existing vegetation is removed, and the buffer relief is the subject of the Area Variance Application to be submitted under separate cover.

- **Comment 2 – Green Giant Arborvitae**

  2. On sheet L-104 a means to protect the Green Giant Arborvitae from deer browsing.

RESPONSE: The Green Giant Arborvitae has been changed to a Spartan Juniper which is a better tree for deer resistance. The schedule has been updated on Sheet L-104.

II. TOWN ATTORNEY MEMORANDUM (OCTOBER 8, 2026)

- **Comment 1 – Long-Term Ownership and Maintenance of Lands Not Being Donated**

  1. Per my previous e-mail sent on August 24, 2026, the long-term ownership and maintenance of the property that is not being donated to the Town needs to be addressed to the satisfaction of the Town. A copy of the marked-up survey depicting the relevant property that was included with my e-mail on August 24th is enclosed.

  The correspondence issued by Marc Romanowski, Esq. dated September 29th indicated that the long-term ownership of the relevant property is being evaluated by the Applicant including potential conveyance to the homeowners association to be formed in connection with the proposed townhome project. This Department recommends that the Planning Board impose a condition in connection with the pending request for Site Plan Approval to adequately address this issue.

RESPONSE: As stated in the Applicant's September 29, 2026 response, the Applicant has been evaluating the long-term ownership of the lands shown on the marked-up survey the Town Attorney provided, including conveyance to the homeowners' association. The Applicant has no objection to a condition of site plan approval requiring that the ownership and maintenance of these lands be documented to the Town Attorney's satisfaction before the final plat is filed or building permits issue.

- **Comment 2 – Wetland Mitigation Confirmation and Remedial Work**

  2. The petitioner needs to provide the Town with written confirmation from both the United States Army Corps of Engineers and the New York State Department of Environmental Conservation confirming that the wetland mitigation on the property to be donated to the Town has been completed and inspected by these agencies. Additionally, the petitioner shall be responsible for any remedial work required by these agencies to ensure long-term viability of the wetland mitigation on the property to be donated to the Town during the required monitoring periods per the wetland permits previously issued by these agencies.

RESPONSE: The wetland mitigation work has been completed and the Applicant will request and provide written confirmation from the Army Corps of Engineers and the NYSDEC. The Applicant accepts responsibility for any remedial work required by those agencies during the monitoring periods under the issued wetland permits, and has no objection to a condition so providing.

- **Comment 3 – Temporary Non-Exclusive Recreational Trail Easement**

  3. The Temporary Non-Exclusive Recreational Trail Easement needs to be finalized and recorded at the Erie County Clerk's Office. Petitioner's counsel provided an updated redline draft on September 15th and our Department will be working with petitioner's counsel to finalize this document.

RESPONSE: The Applicant appreciates the Town Attorney's Office's assistance and will work with that office to finalize the Temporary Non-Exclusive Recreational Trail Easement. Upon finalization, the Applicant will execute the easement and record it at the Erie County Clerk's Office.

- **Comment 4 – Non-Exclusive Permanent Drainage Easement**

  4. The content and form of the Non-Exclusive Permanent Drainage Easement has been approved by this Department. The final version with attached Schedules A to D is enclosed.

RESPONSE: The Applicant acknowledges the Town Attorney's approval and will execute the Non-Exclusive Permanent Drainage Easement in the approved form and record it at the Erie County Clerk's Office along with the Temporary Non-Exclusive Recreational Trail Easement referenced above.

III. TRAFFIC SAFETY COORDINATOR (OCTOBER 9, 2026)

- **Comment 1 – Stop Sign at Lot 45**

  1. Relocate the proposed stop sign adjacent to Lot 45 to a position between the edge of pavement and the proposed trail, consistent with the stop sign placement shown adjacent to Lot 105.

RESPONSE: As discussed with the reviewer, the intersection has been revised so that the through street no longer have a stop sign in either direction, and just the intersecting street has been provided with a stop sign.

- **Comment 2 – Trail Delineation**

  2. Where the proposed trail directly adjoins the roadway without physical separation or curbing, provide a treatment that clearly delineates the trail from the vehicular travel surface. Identify the proposed treatment, such as pavement markings, contrasting surface materials, or other measures that provide a clear visual distinction between pedestrian/bicycle and vehicular areas. Provide a construction detail illustrating the proposed treatment.

RESPONSE: As discussed with the reviewer, the detail has been revised to include a fog line along the turned down curb to help delineate the physical separation between the trail and vehicular travel surface.

IV. AMHERST FIRE CHIEFS' ASSOCIATION (REV. AUGUST 25, 2026)

- **Comment 1 – Water Supplies**

  1- Provide 2 separate water supplies to the site. 8/25/26 A dry hydrant is useful in rural areas that do not have watermains and hydrants. Per generally accepted Engineering practice we are looking for two water taps for redundancy and reliability.

RESPONSE: The Applicant is not proposing to revise the water supply configuration. The design includes a dry hydrant for additional fire protection capability, consistent with the adjoining Aspen Heights development, and the Applicant requests that it remain as submitted. The Project will provide two separate fire water sources: the public water service connection for the Project and a dry hydrant connected to the adjacent pond, which serves as a reservoir. The dry hydrant provides an independent source for fire department drafting if the public water service is unavailable. A second tap on the public water system is not feasible because the public main serving the Project on John James Audubon Parkway is a dead end, so the Project cannot be connected to the public system from a second direction.

Section 507.1 of the 2025 Fire Code of New York State requires an approved water supply capable of providing the required fire flow, and Section 507.2 recognizes reservoirs and other fixed systems capable of providing the required fire flow as water supply types. The dry hydrant and its source will be designed to provide the required fire flow and volume, with the design submitted for review and approval by the Fire Code Official. This provides a separate emergency water source as required by Section 507. The dry hydrant design was developed in discussion with the Town's Engineering Services Division, and the HOA will maintain the dry hydrant intake, with annual flow testing coordinated with the Town of Amherst to demonstrate that fire flow will be available in an emergency.

- **Comment 2 – Hydrants**

  2- Eliminate the 2 hydrants at the dead-end roads north and south. 8/25/26 ok hydrants removed. The fire department will not use these. Spread out other hydrants so as not to exceed 600 ft from most remote part of the building. Regarding hydrant location, per NFPA 24 7.2.3, hydrants shall be located not less than 40-ft. from a building.

RESPONSE: The hydrants at the dead-end roads have been removed and the hydrant layout adjusted to maintain required coverage and separation distances (utility plan Sheets C-400 through C-406).

- **Comment 3 – Sprinkler Protection**

  3- All townhomes are required to have sprinkler protection under the new code. 8/25/26 The sprinkler protection provided must be in accordance with NFPA 13R not 13D. This is per Appendix D106.1 exception. Provide a separate sprinkler riser room for the building and show FDC on utility plan.

RESPONSE: The Applicant acknowledges this comment. Each townhouse unit will have an individual service line that is sized for fire flow. These buildings are not apartment buildings and do not share common areas and therefore a sprinkler riser room is not provided.

- **Comment 4 – Sectional Valves**

  4- Additional sectional valves shall be provided at locations within piping sections that the number of fire protection connections (hydrants, sprinkler systems) between sectional valves does not exceed six.

RESPONSE: Additional sectional valves have been added, though not to the extent of six connections between valves. Each townhome has an individual service line sized for fire flow.

- **Comment 5 – Knox Box**

  5- Provide a Knox box on the building for access to the sprinkler riser.

RESPONSE: As the proposed development consists of townhouse units rather than apartment buildings, the applicability and extent of any Knox Box requirements is currently being reviewed by the project architect and fire protection consultant. The Applicant will coordinate with the Amherst Fire Chiefs' Association and incorporate any required emergency access provisions into the final design.

- **Comment 6 – Generator Permit**

  6- A separate fire prevention permit is required for the backup generator.

RESPONSE: The Applicant will obtain the required Fire Prevention permit for the backup generator.

V. ENGINEERING SERVICES DIVISION (AUGUST 13, 2026)

- **Condition 1 – Peak Water Demand**

  1. Please note what design reference was used for the Peak Water Demand calculations or revise calculations to be in accordance with ECWA design standards. Specifically regarding the 1.8 peaking factor and 12 hour per day portion of the calculations. This results in a higher peak flow however I am unfamiliar with this calculation and what design reference it comes from.

RESPONSE: The Engineer will identify the design reference or revise the Peak Water Demand calculations to ECWA standards.

- **Condition 2 – Waterworks Corporation**

  2. With the proposed subdivision, a waterworks corporation shall be formed and documentation provided to the Engineering Services Division.

RESPONSE: A water works corporation will be formed. The proposed Town Board consent resolution is enclosed as Exhibit "B," and the draft certificate of incorporation and by-laws will be submitted under separate cover (see the response to Zoning Enforcement Officer Comment 1(f)). The Applicant will provide the formation documentation to the Engineering Services Division.

- **Condition 3 – Dry Hydrant**

  3. The dry hydrant intake shall extend beyond the bank of the pond to prevent sedimentation. Please provide a cross section or additional notes accordingly. Please also coordinate with the Fire Safety Department and the responding fire department to ensure the correct connections are provided.

RESPONSE: The dry hydrant detail has been revised to extend the intake beyond the pond bank, and the Applicant will coordinate with the Fire Safety Department and the responding fire department. The dry hydrant and its source will be designed to provide the required fire flow and volume, with the design submitted for review and approval by the Fire Code Official, and the HOA will maintain the intake, with flow testing coordinated with the Town of Amherst. See also the response to Fire Chiefs' Association Comment 1.

- **Condition 4 – Trail Easement or Conveyance**

  4. Please clarify and note on the plans whether an easement over the proposed trail will be provided to the Town or if the land will be conveyed to the Town. We understand this is in progress. Please provide revised drawings once a decision has been made by the Town's Attorney's Office regarding ownership and maintenance. If the Town is to maintain, the subbase shall be increased to 8".

RESPONSE: The trail will be the subject of the Temporary Non-Exclusive Recreational Trail Easement to the Town being finalized with the Town Attorney's Office, as described above. The Applicant will provide revised drawings once ownership and maintenance are resolved.

- **Condition 5 – Trail Connection and Design**

  5. The connection to the existing trail and proposed trail in the northeast portion of the site requires modification to provide a safer continuation of the trail. Please also show trail radii throughout and ensue the trail alignment, grades, and signage is in accordance with applicable design standards. Please provide the design standard showing that the 35' radii is adequate. The trail shall remain separate from the roadway at the northeast end of the site. A guiderail or equivalent shall be installed along the path where it crosses the existing ditch near the western end point.

RESPONSE: The trail connection, radii, separation, and guiderail are addressed on the revised plans, and the Applicant will provide the design standard for the 35-foot radii.

- **Condition 6 – Pavement Section and Curbing**

  6. Although the road is proposed as private, given the subdivision of the land, the pavement section shall be modified to match Town Standards (1.5" top, 2.5" binder, 4" base, and 11" subbase) and upright curbing shall be provided.

RESPONSE: The Applicant's requests for relief under § 204-4-7 as to the pavement section and flush curbing in front of the townhome buildings are pending before the Planning Board (see the responses to Zoning Enforcement Officer Comments 1(a) and 1(e)). Upright curbing is provided elsewhere.

- **Condition 7 – Street Lights**

  7. With the proposed subdivision, the street lights and associated appurtenances shall be in accordance with the Town Standards.

RESPONSE: The lighting plan (Sheets LP-100 through LP-104) provides fixture, pole, and photometric information. To the extent the lighting design departs from Town Standards, a waiver request has been submitted for Planning Board consideration.

- **Condition 8 – ECWA and ECDOH Approvals**

  8. ECWA and ECDOH approvals shall be provided to Engineering Services prior to issuance of PIP or plumbing permits.

RESPONSE: The Applicant will provide the ECWA and ECDOH approvals prior to issuance of PIP or plumbing permits.

- **Condition 9 – PIPs**

  9. Based on the subdivision of land, PIPs are required for the proposed sanitary sewers, waterlines, paving/curbing, storm system, and street lighting. Please coordinate with Jessica Boudreau at JBoudreau@amherst.ny.us for PIP application and submission requirements a minimum of one month prior to the anticipated start of construction. All PIP improvements shall be installed in accordance with the current Town design standards and/or requirements at the time of PIP issuance.

RESPONSE: The Applicant will coordinate with Ms. Boudreau and apply for the required PIPs at least one month before the anticipated start of construction.

- **Condition 10 – As-Builts**

  10. Utility as-builts of the entire parcel shall be provided to the Engineering Services Division prior to issuance of Certificate of Ocupancies. The as-builts shall note the liber and page of all existing and proposed/filed easements.

RESPONSE: The Applicant will furnish the utility as-builts, noting the liber and page of all existing and filed easements, prior to issuance of Certificates of Occupancy.

VI. STORMWATER MANAGEMENT REVIEW (MAY 18, 2026)

- **Comment 1 – Runoff**

  1. The proposed runoff is more than the existing runoff.

RESPONSE: The revised SWPPP and plans submitted on September 29, 2026 respond to this comment.

- **Comment 2 – Inspections**

  2. In Section 116, since this site discharges to a 303(d) tributary, inspections shall be twice weekly for the entirety of the project.

RESPONSE: The Applicant acknowledges this requirement, and the revised SWPPP provides for twice-weekly inspections for the duration of the project.

- **Comment 3 – Wetlands**

  3. Show the wetlands on the plans. They will need to have a defined boundary during construction to prevent any intrusion (such as orange construction fencing with signage).

RESPONSE: The wetlands and their buffers are shown on the revised plans (Sheet C-100), and a defined boundary with construction fencing and signage will be maintained during construction.

- **Comment 4 – Stormwater Maintenance Agreement and HOA**

  4. Please provide a draft Stormwater Maintenance Agreement for review. Clarify if an HOA will be formed or if the developer will remain in charge of long term maintenance.

RESPONSE: A homeowners' association will be formed and will be responsible for long-term stormwater maintenance. The draft Stormwater Maintenance Agreement was previously submitted, and the draft Declaration (Exhibit "C") obligates the HOA to maintain the stormwater drainage facilities and detention ponds.

- **Comment 5 – Underdrains**

  5. The bioretention details show a 6" underdrain but a 6" underdrain is not shown on the plans. Some of the underdrains appear to be oversized – please confirm all those sizes are correct.

RESPONSE: The underdrains have been reviewed and the sizes confirmed on the revised plans.

- **Comment 6 – Bioretention Outlets**

  6. Please provide an invert & proper outlet at all bioretentions for the building drainage to prevent erosion.

RESPONSE: The revised plans provide an invert and proper outlet at the bioretention areas.

- **Comment 7 – Owner/Operator Form**

  7. The owner/operator form needs to be signed.

RESPONSE: The Applicant will provide the signed owner/operator form.

- **Comment 8 – Level One Inspection and As-Builts**

  8. Include language that states that a level one inspection shall be performed and submitted to the Town of Amherst, and that the Town shall digitally be provided asbuilts of the storm sewers and stormwater management practices (unless there is a storm PIP for the site) before the NOT is signed.

RESPONSE: The revised plans and SWPPP include this language, and the Applicant will perform and submit the level one inspection and provide digital as-builts before the NOT is signed.

VII. SANITARY SEWER REVIEW (MAY 4, 2026)

- **Engineer's Report**

  Please include an Engineer's Report

RESPONSE: The Engineer's Report was previously submitted.

- **Design Sewer Capacity Analysis**

  In accordance with NYSDEC regulations, any project generating 2,500 gallons per day (GPD) or more of sewage must submit a Design Sewer Capacity Analysis (DSCA). Please provide a DSCA for this project.

RESPONSE: The Design Sewer Capacity Analysis was previously submitted.

- **Inflow and Infiltration Fee**

  Pursuant to Chapter 160 of the Town Code, applicants proposing new sewer connections must pay a one-time Inflow and Infiltration (I&I) reduction fee, calculated at a 4:1 ratio and assessed at $250 per gallon per minute (gpm) of the project's peak flow. A commitment letter, printed on the developer's letterhead and addressed to the Town Engineer, must be submitted confirming agreement to this payment. This payment must be received by this office prior to acceptance of PIP application.

RESPONSE: The Applicant will provide the commitment letter on its letterhead, addressed to the Town Engineer, confirming its agreement to pay the one-time Inflow and Infiltration reduction fee, with payment to be made prior to acceptance of the PIP application.

- **Private Pump Station and Force Main**

  The Town will not accept a public pump station, the pump station along with the force main to the existing valve chamber shall be private.

RESPONSE: The pump station and force main will be privately owned and maintained.

- **Rental Community / Sewage Disposal Corporation**

  Is the project intended to operate as a rental community under single ownership, including responsibility for owning and maintaining the sanitary sewer system? Please note that, per NYSDEC requirements, a sewage disposal corporation is required when sewers serve more than one separately owned property. If the project will be a 100% rental community, please provide a letter on the project sponsor's letterhead confirming that the development will remain under single ownership as a rental community.

RESPONSE: The 160 townhomes will be sold to separate owners, so the Project is not a rental community under single ownership. A sewer works corporation will be formed, with the Town Board consent resolution enclosed as Exhibit "B" (see the response to Zoning Enforcement Officer Comment 1(f)).

VIII. OTHER REVIEWS

The Highway Department (August 4, 2026), the Plumbing Department (April 24, 2026), the Building Department (April 13, 2026), and the Assessor's Office (April 7, 2026) each approved the plans as submitted, and no response is required.

IX. CONCLUSION

The Applicant respectfully requests that the Planning Board consider this response in connection with SP-2026-03, with the understanding that the Administrative Appeal and Area Variance Applications are being submitted to the Zoning Board of Appeals simultaneously, and that the Planning Department place the enclosed water works and sewer works resolutions before the Town Board at its earliest convenience. The Applicant remains committed to working with the Town and its consultants to resolve any remaining items.

Please feel free to contact me at 716-854-3400 or via email at Romanowski@RuppPfalzgraf.com if you have any questions regarding this response or the enclosed materials.

Respectfully yours,



Marc A. Romanowski, Esq.

Encs.
cc: 770 JJAP, LLC
Carmina Wood Design

EXHIBIT A

Townhomes at Muir Woods

770 John James Audubon Parkway

Amherst, New York

AGENCIES

ENGINEERING DEPARTMENT
NAME/TITLE: JEFFERY BURROUGHS, P.E. – TOWN ENGINEER
COMPANY/DEPT: TOWN OF AMHERST ENGINEERING DEPARTMENT
ADDRESS: 1100 NORTH FOREST ROAD
WILLIAMSVILLE, NEW YORK 14221

TELEPHONE 716–631–7154

PLANNING & ZONING DEPARTMENT
NAME/TITLE: DANIEL HOWARD – PLANNING DIRECTOR
COMPANY/DEPT: TOWN OF AMHERST PLANNING DEPARTMENT
ADDRESS: 5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

TELEPHONE 716–631–7051

BUILDING DEPT.
NAME/TITLE: BERKE, MARK S. – COMMISSIONER OF BUILDING
COMPANY/DEPT.: TOWN OF AMHERST BUILDING DEPT.
5583 MAIN ST.
ADDRESS: AMHERST, NEW YORK 14221

TELEPHONE 716–631–7080

ECDOH
NAME/TITLE:
COMPANY/DEPT:. ERIE COUNTY DEPARTMENT OF HEALTH
ADDRESS: 503 KENSINGTON AVE
BUFFALO, NEW YORK 14214

TELEPHONE 716–961–6854

NYSDEC
NAME/TITLE:
COMPANY/DEPT: NEW YORK STATE DEPT. OF ENVIRONMENTAL CONSERVATION
ADDRESS: 700 DELAWARE AVE.
BUFFALO, NEW YORK 14209

TELEPHONE 716–851–7070

UTILITIES

NATURAL GAS
COMPANY/DEPT:. NATIONAL FUEL GAS CORP.
ADDRESS: 6363 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

TELEPHONE 716–857–7000

TELEPHONE COMPANY
COMPANY/DEPT: VERIZON
ADDRESS: 65 FRANKLIN STREET
BUFFALO, NEW YORK 14203

TELEPHONE 716–840–8748

CABLE COMPANY
COMPANY/DEPT: TIME WARNER
ADDRESS: 789 CHURCH ROAD
WEST SENECA, NEW YORK

TELEPHONE 716–558–8615

ELECTRIC COMPANY
COMPANY/DEPT: NATIONAL GRID
ADDRESS: 144 KENSINGTON AVENUE
BUFFALO, NEW YORK 14214

TELEPHONE 716–236–2738

WATER
COMPANY/DEPT:. ERIE COUNTY WATER AUTHORITY
ADDRESS: 3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

TELEPHONE 716–684–1510

DIG SAFELY NEW YORK

TELEPHONE 1–800–962–7962

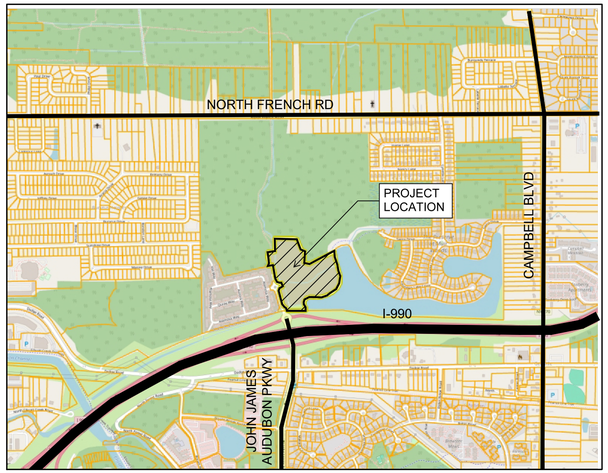
DESIGN CONSULTANTS

PROJECT SURVEYOR
NAME/TITLE:
COMPANY/DEPT:. GPI ENGINEERING, LANDSCAPE, ARCHITECTURE & SURVEYING, LLP
ADDRESS: 4950 GENESEE STREET, SUITE 100
BUFFALO, NEW YORK 14225

TELEPHONE 716–633–4844

OWNER/DEVELOPER

NAME: 770 JJAP LLC
ADDRESS 50 FOUNTAIN PLAZE, SUITE 500
BUFFALO NY, 14202
CONTACT: ERIK WAGNER
TELEPHONE (716) 631-8000



LOCATION MAP
NOT TO SCALE

CARMINAWOOD DESIGN

March 2026

Rev. July 2026
Rev. September 2026
Rev. October 2026

DRAWING NO.	DRAWING TITLE
–	COVER SHEET
–	LAND SURVEY (PREPARED BY GPI ENGINEERING)
C–001	EROSION CONTROL PLAN
C–002	EROSION CONTROL DETAILS
C–100	OVERALL SITE PLAN
C–101	ENLARGED SITE PLAN
C–102	ENLARGED SITE PLAN
C–103	ENLARGED SITE PLAN
C–104	PARCEL PLAN
C–105	SITE DETAILS
C–106	SITE DETAILS
C–200	OVERALL GRADING PLAN
C–201	ENLARGED GRADING PLAN
C–202	ENLARGED GRADING PLAN
C–203	ENLARGED GRADING PLAN
C–300	OVERALL DRAINAGE PLAN
C–301	ENLARGED DRAINAGE PLAN
C–302	ENLARGED DRAINAGE PLAN
C–303	ENLARGED DRAINAGE PLAN
C–304	BIO–RETENTION 1 PLAN & DETAIL
C–305	BIO–RETENTION 2 PLAN & DETAIL
C–306	BIO–RETENTION 3 PLAN & DETAIL
C–307	BIO–RETENTION 4 PLAN & DETAIL
C–308	BIO–RETENTION 5 PLAN & DETAIL
C–309	STORM DRAINAGE DETAILS
C–400	OVERALL UTILITY PLAN
C–401	ENLARGED UTILITY PLAN
C–402	ENLARGED UTILITY PLAN
C–403	ENLARGED UTILITY PLAN
C–404	SANITARY SEWER DETAILS
C–405	SANITARY SEWER DETAILS
C–406	WATER DETAILS
C–407	WATER DETAILS
C–408	UTILITY NOTES
L–100	OVERALL LANDSCAPE PLAN
L–101	ENLARGED LANDSCAPE PLAN
L–102	ENLARGED LANDSCAPE PLAN
L–103	ENLARGED LANDSCAPE PLAN
L–104	LANDSCAPE DETAILS PLANT SCHEDULE
LP–100	OVERALL LIGHTING PLAN
LP–101	ENLARGED LIGHTING PLAN
LP–102	ENLARGED LIGHTING PLAN
LP–103	ENLARGED LIGHTING PLAN
LP–104	LIGHTING DETAILS
FT–100	FIRE TRUCK TURNING PLAN

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

Townhomes at Muir Woods
770 John James Audubon Parkway
Amherst, New York

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

● SET OR EX. 5/8" REBAR

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

ALL BEARINGS ARE ORIENTED TO GRID NORTH AS PER THE NEW YORK STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 CENTRAL MERIDIAN OF 78° 35' WEST LONGITUDE

S 89°49'30" E 271.66'

S 76°54'44" E 69.61'

S 23°48'20" E 181.19'

S 63°26'08" E 52.63'

S 00°50'43" W 172.77'

S 74°27'37" E 80.87'

N 64°16'09" E 431'±

N 00°10'14" W 282.30'

S 89°49'30" E 100.76'

N 08°37'17" E 78.97'

N 15°39'45" W 101.72'

N 20°38'49" E 11.62'

S 77°19'06" W 70.23'

N 12°40'54" W

259.78'

S 76°27'34" W 13.07'

R=60.00' L=45.59'

N 75°59'49" E 10.91'

R=60.00' L=96.27'

N 15°39'45" W 664.80'

S 89°37'39" W 54.08'

S 89°19'05" W

PERMANENT 60' WIDE PUBLIC STORM & ACCESS EASEMENT TO TOWN OF AMHERST

PERMANENT 60' WIDE PUBLIC STORM & ACCESS EASEMENT TO TOWN OF AMHERST

FEDERAL JURISDICTIONAL WETLANDS

FEDERAL JURISDICTIONAL WETLANDS

CIMINELLI MUIR WOODS LLC
(REPUTED OWNER)
SBL. 27.03-2-2

PARCEL 2 MUIR WOODS OWNER LLC
(REPUTED OWNER)
SBL.41.05-3-9

17.137± ACRES

AMHERST NY PROPERTIES KP6
(REPUTED OWNER)
SBL.41.05-3-7.1

LIMITS OF NYS DEC FRESHWATER WETLANDS TE-22

JOHN JAMES AUDUBON PARKWAY EXTENSION
L-11435, P-9814

JOHN JAMES AUDUBON PKWY

TIE LINE ~ S 27°16'47" W 855.90'

1260'±

EDGE OF WATER 10/25

EDGE OF WATER 12/95

L A K E

SEE RIPARIAN RIGHTS AND EASEMENTS OF OTHERS

NORTHERLY LINE OF THE LOCKPORT EXPRESSWAY SECTION II RTE NO. 990

POINT OF BEGINNING
AS-SURVEYED DESCRIPTION

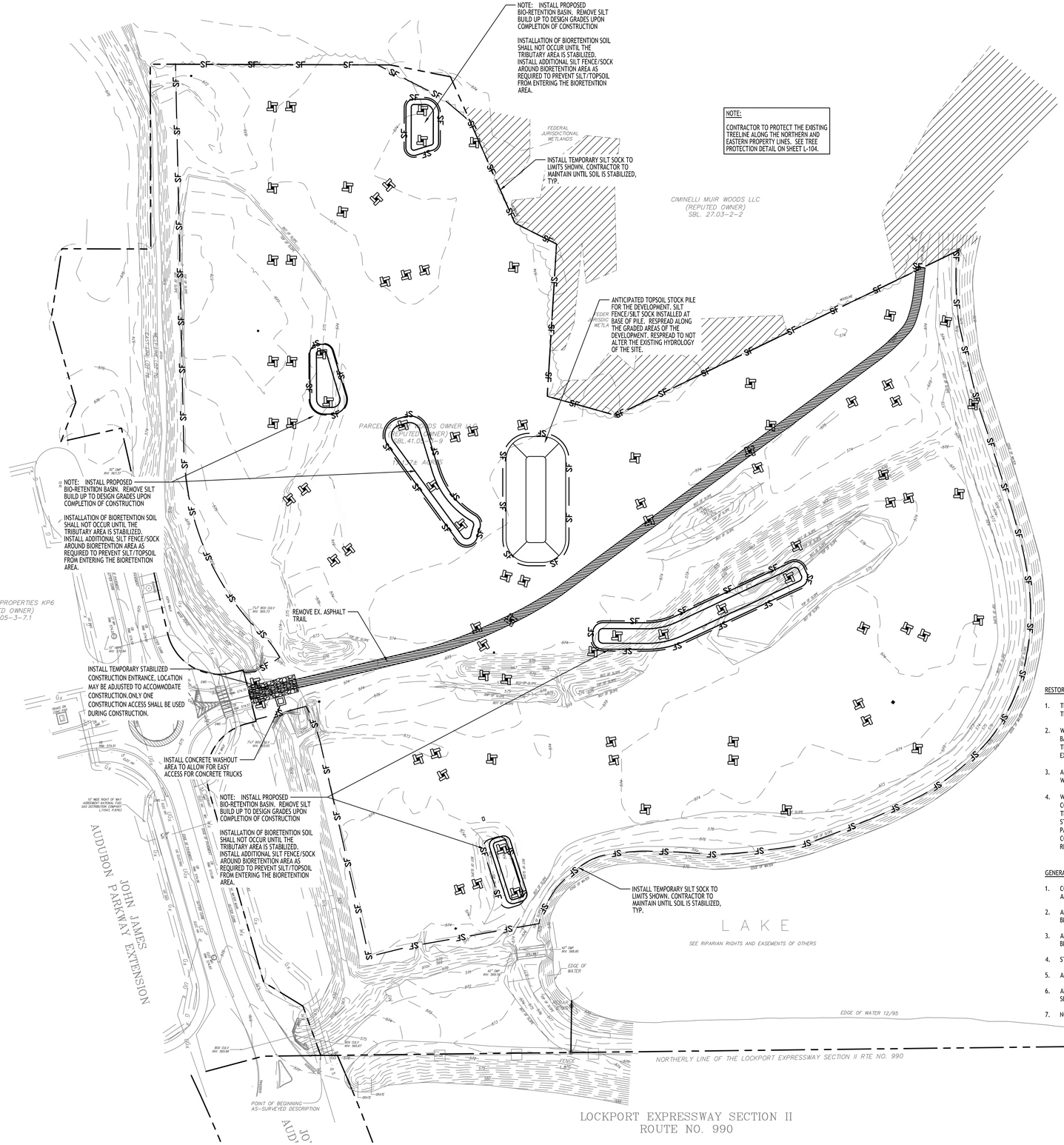
FLOOD ZONE AE

LOCKPORT EXPRESSWAY SECTION II
ROUTE NO. 990

DATE	REVISION/TYPE

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DEMOLITION & EROSION CONTROL PLAN

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

SEQUENCE OF MAJOR ACTIVITIES

THE CONTRACTOR WILL BE RESPONSIBLE FOR IMPLEMENTING THE FOLLOWING EROSION CONTROL AND STORM WATER MANAGEMENT CONTROL MEASURES. THE CONTRACTOR MAY DESIGNATE THESE TASKS TO CERTAIN SUBCONTRACTORS AS HE SEES FIT, BUT THE ULTIMATE RESPONSIBILITY FOR IMPLEMENTING THESE CONTROLS AND ENSURING THEIR PROPER FUNCTIONING REMAINS WITH THE CONTRACTOR. THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

A. INSTALL STABILIZED CONSTRUCTION ENTRANCE

B. INSTALL PERIMETER SILT FENCES/SILT SOCK IN THE LOCATIONS SHOWN ON THE DEMOLITION AND EROSION CONTROL PLAN SHEET.

C. CLEAR & GRUB SITE.

D. INSTALLATION OF BIO-RETENTION BASINS.

E. COMMENCE SITE GRADING.

F. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.

G. CONSTRUCTION OF BUILDINGS.

H. INSTALLATION OF PROPOSED UTILITIES.

I. FINALIZE PAVEMENT SUBGRADE PREPARATION.

J. CONSTRUCT ALL CURB, DRAINAGE INLETS, STORM SEWER PIPES AND STORM SEWER MANHOLES, AS SHOWN ON PLANS. INSTALL TEMPORARY INLET PROTECTION AT THE LOCATION OF ALL INLETS.

K. DUST CONTROL.

L. REMOVE INLET PROTECTION AROUND INLETS AND MANHOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.

M. INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT.

N. CARRY OUT FINAL GRADING AND SEEDING AND PLANTINGS.

O. CLEAN STORM SYSTEM FOLLOWING CONSTRUCTION, CLEAN UNDERGROUND DETENTION BASIN AS PER MANUFACTURER RECOMMENDATIONS.

P. REMOVE SILT FENCE/SILT SOCK ONLY AFTER ALL PAVING IS COMPLETE AND EXPOSED SURFACES ARE STABILIZED.

Q. REMOVE TEMPORARY CONSTRUCTION EXITS ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THESE AREAS.

EROSION CONTROL NOTES

THE FOLLOWING EROSION CONTROL PROCEDURES SHALL BE ADHERED TO BY THE CONTRACTOR:

1. INSTALL TEMPORARY SILT SOCK BARRIERS AS DIRECTED BY THE OWNER AND AT ALL EXISTING STORMWATER CATCH BASINS WITHIN THE WORK AREA TO PREVENT SEDIMENT MIGRATION. ALL SILT SOCK BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS.
2. TOPSOIL SHALL BE STRIPPED AND STOCKPILED ON SITE FOR RE-USE AS DIRECTED BY THE OWNER. ALL LOCAL ORDINANCES REGARDING THE SALE OF TOPSOIL MUST BE FOLLOWED. TOPSOIL MAY NOT BE REMOVED WITHOUT A PERMIT.
3. ALL SILT SOCK BARRIERS SHALL BE REPLACED WHEREVER THEY BECOME CLOGGED OR INOPERABLE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF TEMPORARY SEDIMENTATION CONTROLS.
5. THE CONTRACTOR MUST CONTROL DUST DURING CONSTRUCTION. DURING EARTHWORK OPERATIONS, WATER-SPREADING EQUIPMENT SHALL BE PROVIDED BY THE CONTRACTOR, AND SPREAD WATER AS NECESSARY AND AS DIRECTED BY THE OWNER IN ORDER TO CONTROL DUST.
6. DIRT OR DEBRIS LEFT ON LOCAL PUBLIC ROADS AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE REMOVED AND ROAD SURFACES CLEANED BY THE CONTRACTOR ON A DAILY BASIS.
7. ALL DISTURBED AREAS (EXCEPT AREAS TO BE PAVED OR BUILT UPON) SHALL BE TOPSOILED TO A MINIMUM 4" DEPTH AND SEEDED IMMEDIATELY AFTER FINE GRADING TAKES PLACE AND AS SOON AS PHYSICALLY POSSIBLE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF DOWNSTREAM STORM SEWERS, DITCHES, AND CULVERTS. SILT BUILDUP FOUND TO BE A RESULT OF THIS SITE CONSTRUCTION WORK SHALL BE REMOVED FROM DOWNSTREAM CULVERTS BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE TOWN/CITY.
9. ALL SOIL EROSION AND SEDIMENT CONTROL DEVICES AND MATERIALS SHALL BE IN PLACE PRIOR TO BEGINNING EARTHWORK OPERATIONS AND SHALL BE MAINTAINED UNTIL THE NEW SLOPES ARE STABILIZED WITH SEEDING AND/OR SLOPE PROTECTION, AS DIRECTED BY THE ENGINEER.
10. INSTALL TEMPORARY SILT SOCK AROUND THE BASE OF STOCKPILES. STOCKPILES NOT BEING ACTIVELY USED FOR MORE THAN SEVEN (7) DAYS SHALL BE STABILIZED.
11. THE PROFESSIONAL CERTIFYING COMPLIANCE TO NYSDEC PHASE II STORMWATER REGULATION REQUIREMENTS MUST INSPECT AT A MINIMUM WEEKLY, AND WHEN DISTURBING MORE THAN 5 ACRES TWICE A WEEK, AND SHALL PROVIDE THESE INSPECTION REPORT WITH A WRITTEN CERTIFICATION OF CONSTRUCTION COMPLIANCE TO THE TOWN OF AMHERST (BI)WEEKLY.
12. THE ENGINEER OF RECORD FOR THIS PROJECT CERTIFIES THAT THESE DESIGN PLANS MEET THE REQUIREMENTS AND ARE IN COMPLIANCE WITH THE NEW YORK STORMWATER MANAGEMENT DESIGN MANUAL AND NYSDEC PHASE II STORMWATER REGULATION REQUIREMENTS.

RESTORATION NOTES

1. THE ADJACENT AREAS DISTURBED OR DAMAGED DURING CONSTRUCTION MUST BE RESTORED IN KIND TO THE SATISFACTION OF THE OWNER.
2. WHEN RESTORING LAWN AREAS ADJACENT TO NEW CONSTRUCTION, ON-SITE MATERIAL MAY BE USED TO BACKFILL THE AREA WITHIN SIX INCHES OF THE FINISHED SURFACE. ON-SITE MATERIAL SHALL BE THOROUGHLY COMPACTED & FREE OF GRASS CLUMPS, TREE ROOTS PIECES OF ASPHALT & OTHER EXTRANEOUS MATERIALS, & STONES LARGER THAN 1 INCH IN SIZE.
3. ALL DISTURBED UN-SURFACED AREAS SHALL RECEIVE FOUR INCHES OF TOPSOIL, SEED & MULCH & SHALL BE WATERED UNTIL A HEALTHY STRAND OF GRASS IS OBTAINED.
4. WHEN ADJACENT ASPHALT, CONCRETE OR PAVING STONE AREAS ARE DISTURBED AS PART OF THE CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO REPLACE THE DAMAGED OR EXCAVATED AREA. THE PERIMETER OF THE DISTURBED AREA SHALL BE SAW CUT FULL DEPTH, SO THAT ALL LINES ARE STRAIGHT & TRUE. PAVING STONES SHALL BE REPLACED IN WHOLE UNITS ONLY, & ALL REPLACEMENT PAVING STONES ARE TO MATCH THE EXISTING ONES IN SIZE, SHAPE & COLOR. ASPHALT SHALL BE COMPACTED TO A SMOOTH FINISH & SHALL BE FLUSH WITH THE EXISTING ADJACENT AREA THAT IS TO REMAIN.

GENERAL NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF AMHERST SPECIFICATIONS WHERE APPLICABLE AND/OR SUBJECT TO THE LATEST REVISIONS BY THE TOWN ENGINEER.
2. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL LOCATIONS BEFORE BEGINNING WORK AS REQUIRED BY APPLICABLE LAWS & REGULATIONS.
3. ALL FILL WITHIN THE RIGHT-OF-WAY & UTILITY AREAS IS TO BE COMPACTED TO 95% MOD-PROCTOR, BENCHED IN 6' LIFTS, & TO BE COMPLETED PRIOR TO UTILITY & ROADWAY CONSTRUCTION.
4. STUMPS & BRUSH SHALL NOT BE BURIED IN THE TOWN.
5. ANY AREAS NOT REQUIRING FILL OR RE-GRADING SHALL NOT BE STRIPPED OF TOPSOIL.
6. ALL AREAS THAT HAVE BEEN STRIPPED ARE TO RECEIVE A MINIMUM OF 4-INCHES OF TOPSOIL, GRADED & SEEDED.
7. NO TOPSOIL IS TO LEAVE THE SITE AFTER THE TOWN RECEIVES DEDICATION.

DEMOLITION NOTES:

1. ALL PERIMETER SILT SOCK TO BE INSTALLED PRIOR TO CONSTRUCTION ACTIVITY BEGINNING.
2. CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT THOSE ITEMS TO REMAIN, SUCH AS TREES, PROPERTY CORNER PINS, UTILITY POLES, VALVES, HYDRANTS, CURBS, MANHOLES AND CATCH BASINS.
3. TEMPORARY SILT SOCK TO BE INSTALLED AS DIRECTED BY THE OWNERS FIELD REPRESENTATIVE. MAINTAIN UNTIL VEGETATION IS ESTABLISHED AND PAVEMENT IS INSTALLED.
4. AS NECESSARY, COVERED DUMPSTERS SHALL BE PROVIDED ONSITE AS REQUIRED FOR CONSTRUCTION WASTE.
5. REMOVE ALL TREES AND STUMPS AS SHOWN AND DISPOSE OF OFF SITE. CONTRACTOR TO PROTECT ALL TREES/BRUSH NOT DISTURBED BY CONSTRUCTION ACTIVITY. LOCATIONS OF TREES SHOWN ON PLAN ARE APPROXIMATE, CONTRACTOR TO CONFIRM LOCATION PRIOR TO CONSTRUCTION.
6. CONTRACTOR TO COORDINATE WITH TOWN LANDSCAPE ARCHITECT WHICH TREES SHALL BE REMOVED AND WHICH SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:		
No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
R. CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Demolition & Erosion Control Plan

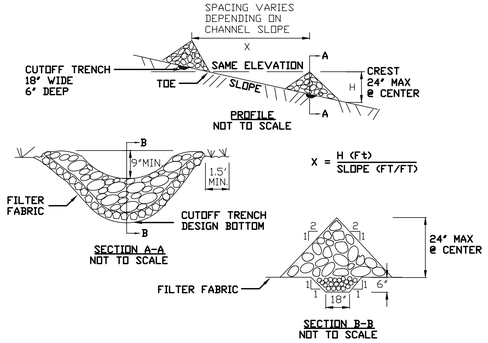
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-001

Project No: 25-4080

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CONSTRUCTION SPECIFICATIONS

1. STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION TO THE LINES, GRADES AND LOCATIONS SHOWN IN THE PLAN.
2. SET SPACING OF CHECK DAMS TO ASSUME THAT THE ELEVATIONS OF THE CREST OF THE DOWNSTREAM DAM IS AT THE SAME ELEVATION OF THE TOE OF THE UPSTREAM DAM.
3. EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
4. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.
5. ENSURE THAT CHANNEL APPURTENANCES SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONE.

MAXIMUM DRAINAGE AREA 2 ACRES.

STONE CHECK DAM DETAIL

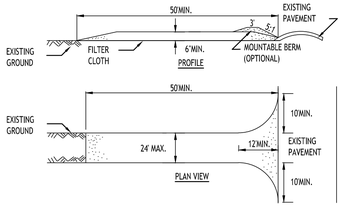
NOT TO SCALE

CONSTRUCTION SPECIFICATIONS

1. WOVEN FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

SILT FENCE DETAIL

NOT TO SCALE

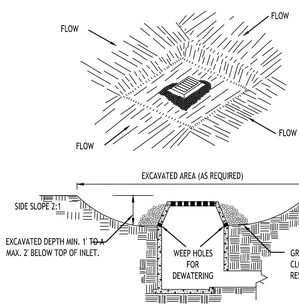


CONSTRUCTION SPECIFICATIONS

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACTED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.
10. WITHIN THE NYSDOT RIGHT-OF-WAY, THE TEMPORARY CONSTRUCTION ENTRANCE SHALL CONSIST OF TEMPORARY ASPHALT.

STABILIZED CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE



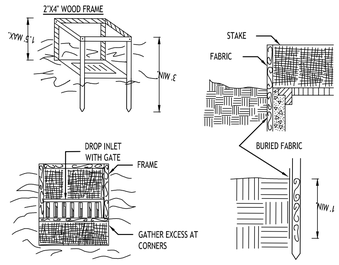
CONSTRUCTION SPECIFICATIONS

1. CLEAR THE AREA OF ALL DEBRIS THAT WILL HINDER EXCAVATION.
2. GRADE APPROACH TO THE INLET UNIFORMLY AROUND THE BASIN.
3. WEEP HOLES SHALL BE PROTECTED BY GRAVEL.
4. UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA, SEAL WEEP HOLES, FILL BASIN WITH STABLE SOIL TO FINAL GRADE, COMPACT IT PROPERLY AND STABILIZE WITH PERMANENT SEEDING.

MAXIMUM DRAINAGE AREA 1 ACRE

INLET PROTECTION DETAIL 1

NOT TO SCALE



CONSTRUCTION SPECIFICATIONS

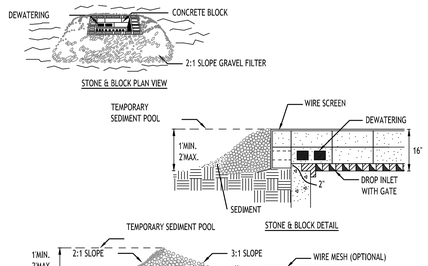
1. FILTER FABRIC SHALL HAVE AN EOS OF 40-85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
2. CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY WILL BE OVERLAPPED TO THE NEXT STAKE.
3. STAKE MATERIALS WILL BE STANDARD 2" x 4" WOOD OR EQUIVALENT. METAL WITH A MINIMUM LENGTH OF 3 FEET.
4. SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE A MINIMUM 18 INCHES DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
5. FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
6. A 2" x 4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVER FLOW STABILITY.

MAXIMUM DRAINAGE AREA 1 ACRE

INLET PROTECTION DETAIL 2

NOT TO SCALE

NOTE: INSTALL ONE OF THE INLET PROTECTION OPTIONS SHOWN PRIOR TO CONSTRUCTION



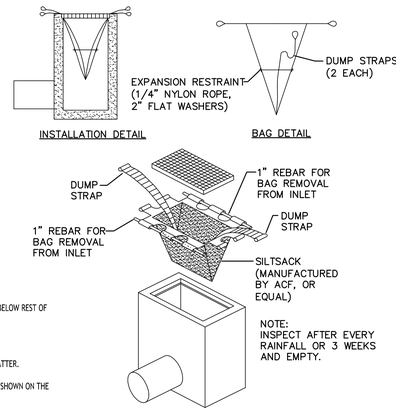
CONSTRUCTION SPECIFICATIONS

1. LAY ONE BLOCK ON EACH SIDE OF THE STRUCTURE ON ITS SIDE FOR DEWATERING. FOUNDATION SHALL BE 2 INCHES MINIMUM BELOW REST OF INLET AND BLOCKS SHALL BE PLACED AGAINST INLET FOR SUPPORT.
2. HARDWARE CLOTH OR 1/2" WIRE MESH SHALL BE PLACED OVER BLOCK OPENINGS TO SUPPORT STONE.
3. USE CLEAN STONE OR GRAVEL 1/2-3/4 INCH IN DIAMETER PLACED 2 INCHES BELOW TOP OF THE BLOCK ON A 2:1 SLOPE OR FLATTER.
4. FOR STONE STRUCTURES ONLY, A 1 FOOT THICK LAYER OF THE FILTER STONE WILL BE PLACED AGAINST THE 3 INCH STONE AS SHOWN ON THE DRAWINGS.

MAXIMUM DRAINAGE AREA 1 ACRE

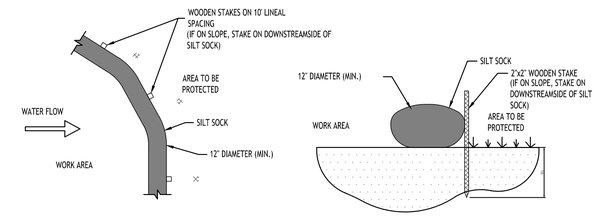
INLET PROTECTION DETAIL 3

NOT TO SCALE



SILT SACK DETAIL

NOT TO SCALE



NOTES:

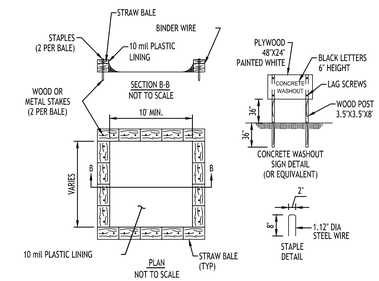
CONTRACTOR SHALL INSPECT AND MAINTAIN SILT SOCK AS NEEDED DURING THE DURATION OF CONSTRUCTION PROJECT.

CONTRACTOR SHALL REMOVE SEDIMENT COLLECTED AT THE BASE OF THE SILT SOCK WHEN IT HAS REACHED ½ OF THE EXPOSED HEIGHT OF THE SILT SOCK. ALTERNATIVELY, RATHER THAN CREATE A SOIL DISTURBING ACTIVITY, THE ENGINEER MAY CALL FOR ADDITIONAL SILT SOCK TO BE ADDED AT AREAS OF HIGH SEDIMENTATION, PLACED IMMEDIATELY ON TOP OF THE EXISTING SEDIMENT LADEN SILT SOCK.

SILT SOCK SHALL BE OVERLAPPED 12" AT JOINTS AND STAKED ON EACH SIDE OF THE SOCK AT A 45° ANGLE

SILT SOCK DETAIL

NOT TO SCALE

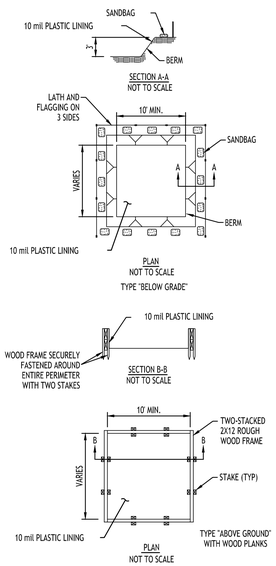


NOTES

1. ACTUAL LAYOUT TO BE DETERMINED IN THE FIELD.
2. A CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE OF THE WORK AND DISPOSED OF OR RECYCLED.
4. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE BACKFILLED, REPAIRED, AND STABILIZED TO PREVENT EROSION.

NOTE:

CONTRACTOR TO PROTECT THE EXISTING TREELINE ALONG THE NORTHERN AND EASTERN PROPERTY LINES. SEE TREE PROTECTION DETAIL ON SHEET L-104.



CONCRETE WASHOUT DETAIL

NOT TO SCALE

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

P. CHRISTOPHER WOOD — STATE OF NEW YORK — 076394 — LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:

Demolition & Erosion Control Details

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

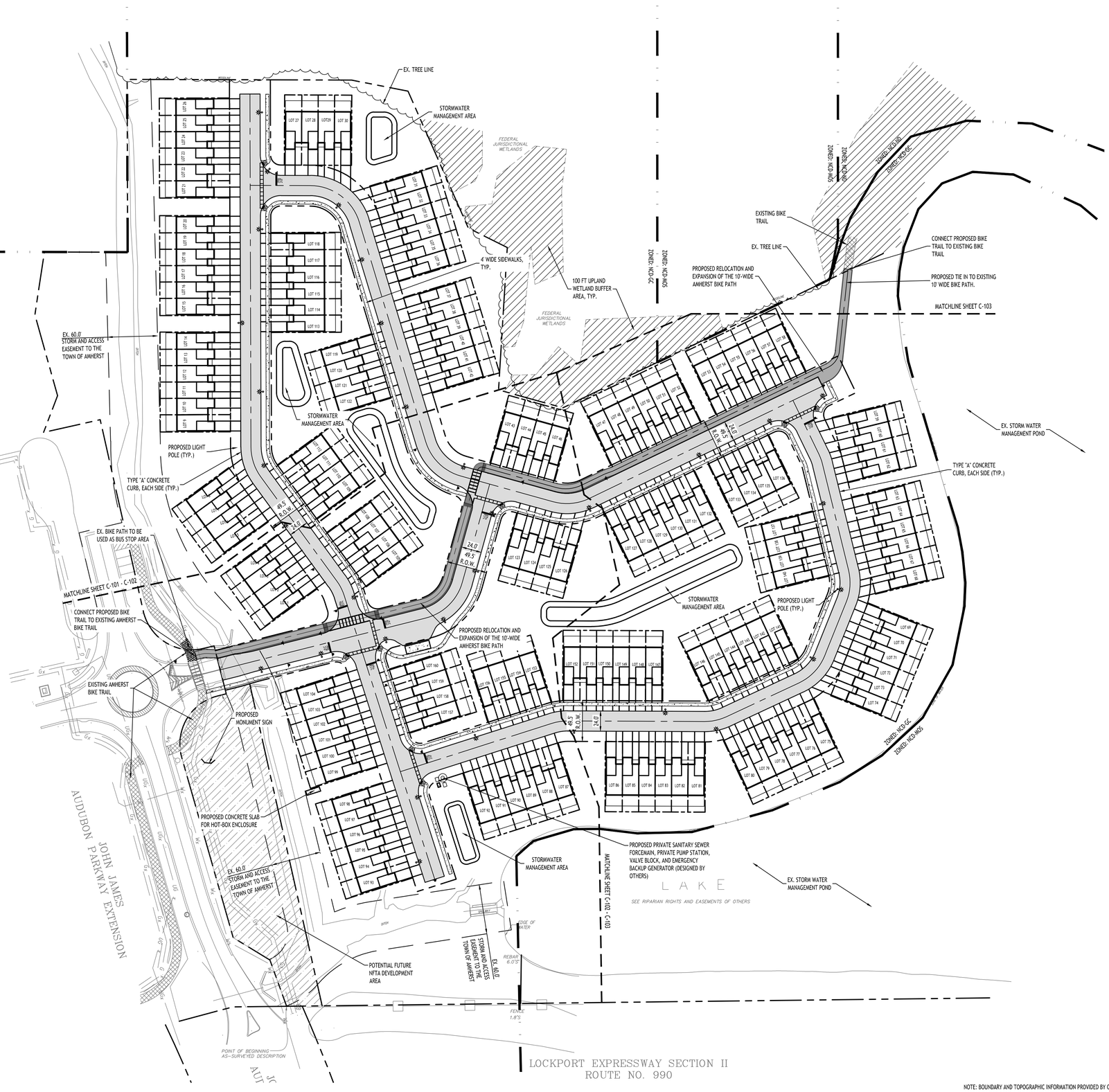
DRAWING NO.

C-002

Project No: 25-4080

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N

Site Plan

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

Site Data		
SITE AREA = 17.14 AC		
ZONED: NEW COMMUNITY DEVELOPMENT (NCD)		
PROJECT: PROPOSED 160 UNITS TOWNHOME PROJECT		
OPEN SPACE PROVIDED - 9.81 AC (57%)		
PARKING	REQUIRED	PROVIDED
# OF SPACES - SEE CALCULATION BELOW	320	320
PARKING SPACE SIZE	9' x 19'	9' x 19'

PARKING CALCULATION:

RESIDENTIAL:
REQ'D = 2 SPACE PER UNIT

160 UNITS * 2 SPACES/UNIT = 320 SPACES REQ'D

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SIDEWALK / CONCRETE PAD
- NUMBER OF PARKING SPACES (27)
- PROPOSED SIGN
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE
- 100 FT UPLAND WETLAND BUFFER

TOWN OF AMHERST APPROVAL BOX:

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Buffalo | Utica | Greensboro

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STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER
Sealed 10/29/2026

DRAWING NAME:
Overall Site Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-100

Project No: 25-4080

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Enlarged Site Plan

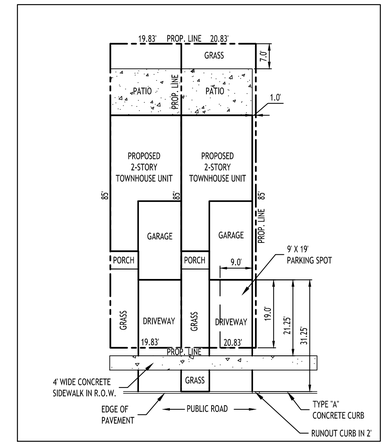
SCALE: 1"=30'

Site Data		
SITE AREA = 17.14 AC		
ZONED: NEW COMMUNITY DEVELOPMENT (NCD)		
PROJECT: PROPOSED 160 UNITS TOWNHOME PROJECT		
OPEN SPACE PROVIDED - 9.81 AC (57%)		
PARKING	REQUIRED	PROVIDED
# OF SPACES - SEE CALCULATION BELOW	320	320
PARKING SPACE SIZE	9' x 19'	9' x 19'

PARKING CALCULATION:

RESIDENTIAL:
REQ'D = 2 SPACE PER UNIT

160 UNITS * 2 SPACES/UNIT = 320 SPACES REQ'D



TYP. TOWNHOUSE LOT

SCALE: 1"=20'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

NOTE LEGEND

1. INSTALL STOP SIGN - M.U.T.C.D. SIGN NO. R1-1B
2. LIMIT OF PAVEMENT
3. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
5. SAWCUT LINE, MATCH EXISTING EDGE OF PAVEMENT
6. 6" WIDE WHITE PAVEMENT STRIPES @ 5' SPACING (CROSSWALK LINES)
7. 10' WIDE PROPOSED CROSSWALK (TYPE LS, W/20 MIL EXPOXY PAINT)
8. INSTALL "YIELD" SIGN, M.U.T.C.D. SIGN NO. R1-2C
9. INSTALL M.U.T.C.D. W11-2 PEDESTRIAN CROSSING SIGN WITH M.U.T.C.D. W16-9P "AHEAD" SUPPLEMENTAL PLAQUE
10. INSTALL CIRCULAR INTERSECTION SIGN, M.U.T.C.D. SIGN NO. W2-6
11. INSTALL "DEAD END" SIGN, M.U.T.C.D. SIGN NO. W14-1
12. PROPOSED LIGHT; SEE LIGHTING PLAN SHEETS FOR TOWN OF AMHERST STANDARD DETAILS
13. 40' X 60' CONCRETE PAD FOR EMERGENCY GENERATOR
14. INSTALL M.U.T.C.D. R1-5 "YIELD HERE TO PEDESTRIANS" SIGN.

DETAIL LEGEND

SEE SITE DETAIL SHEET

1. TYPE "A" CONCRETE CURB
2. STANDARD DUTY ASPHALT
3. ASPHALT TRAIL
34. ASPHALT TRAIL - TYPICAL ROAD/DRIVEWAY TRANSITION
4. EXTERIOR CONCRETE SLAB ON GRADE
5. STOP BAR
6. CONCRETE SIDEWALK
7. SIDEWALK CURB RAMP
8. 22-28 KW EMERGENCY GENERATOR DETAIL SPECIFICATIONS
9. MONUMENT SIGN DETAIL

SITE LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE CURB
- PROPOSED SIDEWALK / CONCRETE PAD
- NUMBER OF PARKING SPACES (27)
- PROPOSED SIGN
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED LIGHT POLE
- 100 FT UPLAND WETLAND BUFFER

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

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STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Enlarged Site Plan

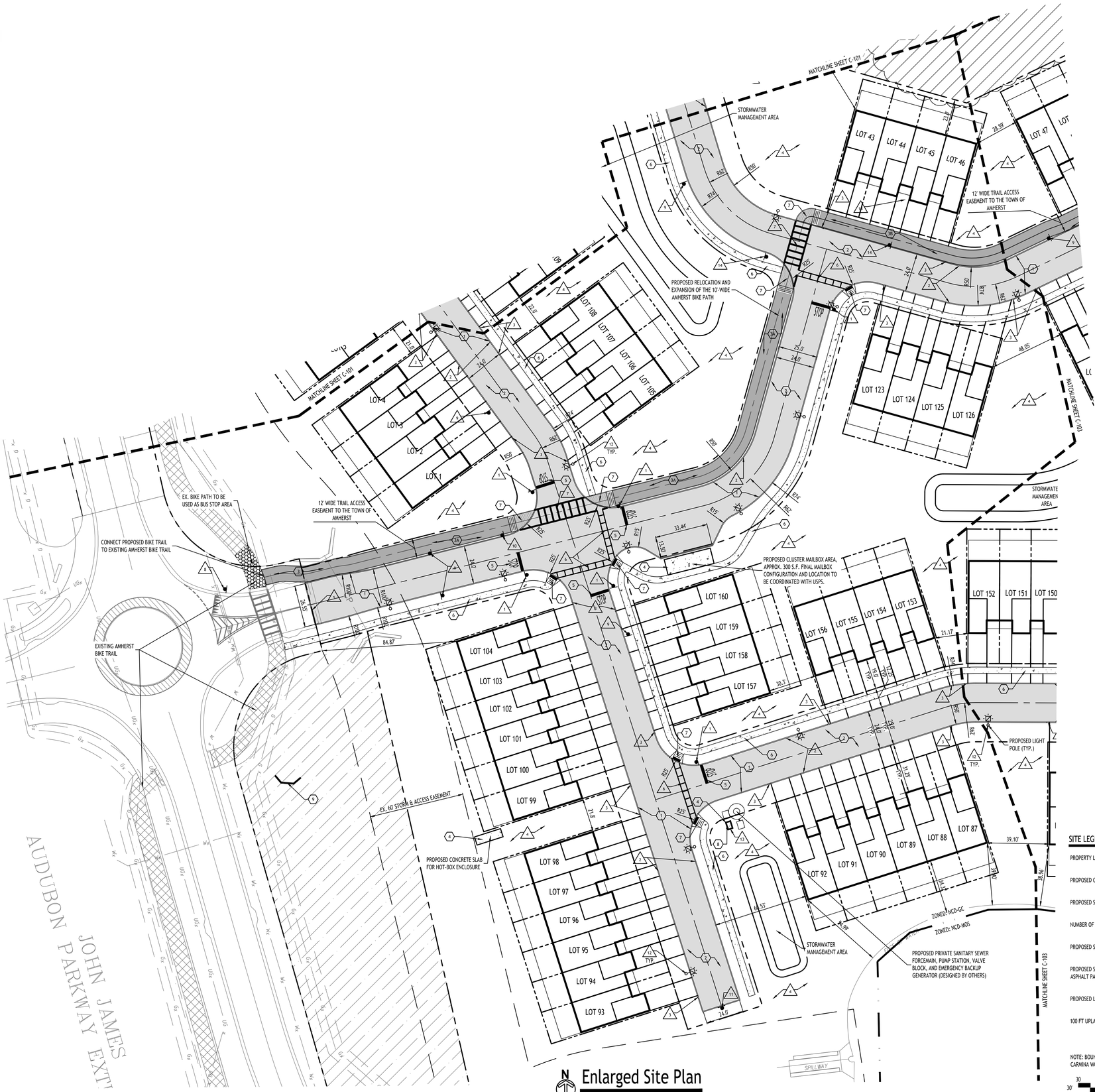
Date: 03.13.26
Drawn By: D. Feyes
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DRAWING NO.
C-101

Project No: 25-4080

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Enlarged Site Plan

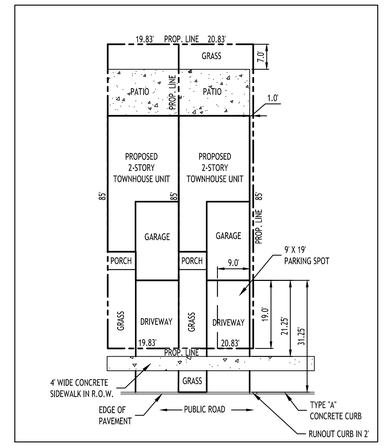
SCALE: 1"=30'

Site Data		
SITE AREA = 17.14 AC		
ZONED: NEW COMMUNITY DEVELOPMENT (NCD)		
PROJECT: PROPOSED 160 UNITS TOWNHOME PROJECT		
OPEN SPACE PROVIDED - 9.81 AC (57%)		
PARKING	REQUIRED	PROVIDED
# OF SPACES - SEE CALCULATION BELOW	320	320
PARKING SPACE SIZE	9' x 19'	9' x 19'

PARKING CALCULATION:

RESIDENTIAL:
REQ'D = 2 SPACE PER UNIT

160 UNITS * 2 SPACES/UNIT = 320 SPACES REQ'D



TYP. TOWNHOUSE LOT

SCALE: 1"=20'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

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30' 30 0 30 60Ft.

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5. SAWCUT LINE, MATCH EXISTING EDGE OF PAVEMENT
6. 6" WIDE WHITE PAVEMENT STRIPES @ 5' SPACING (CROSSWALK LINES)
7. 10' WIDE PROPOSED CROSSWALK (TYPE LS, W/20 MIL EXPOXY PAINT)
8. INSTALL "YIELD" SIGN, M.U.T.C.D. SIGN NO. R1-2C
9. INSTALL M.U.T.C.D. W11-2 PEDESTRIAN CROSSING SIGN WITH M.U.T.C.D. W16-9P "AHEAD" SUPPLEMENTAL PLAQUE
10. INSTALL CIRCULAR INTERSECTION SIGN, M.U.T.C.D. SIGN NO. W2-6
11. INSTALL "DEAD END" SIGN, M.U.T.C.D. SIGN NO. W14-1
12. PROPOSED LIGHT; SEE LIGHTING PLAN SHEETS FOR TOWN OF AMHERST STANDARD DETAILS
13. 40' X 60' CONCRETE PAD FOR EMERGENCY GENERATOR
14. INSTALL M.U.T.C.D. R1-5 "YIELD HERE TO PEDESTRIANS" SIGN.

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Sealed 10/29/2026

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Enlarged Site Plan

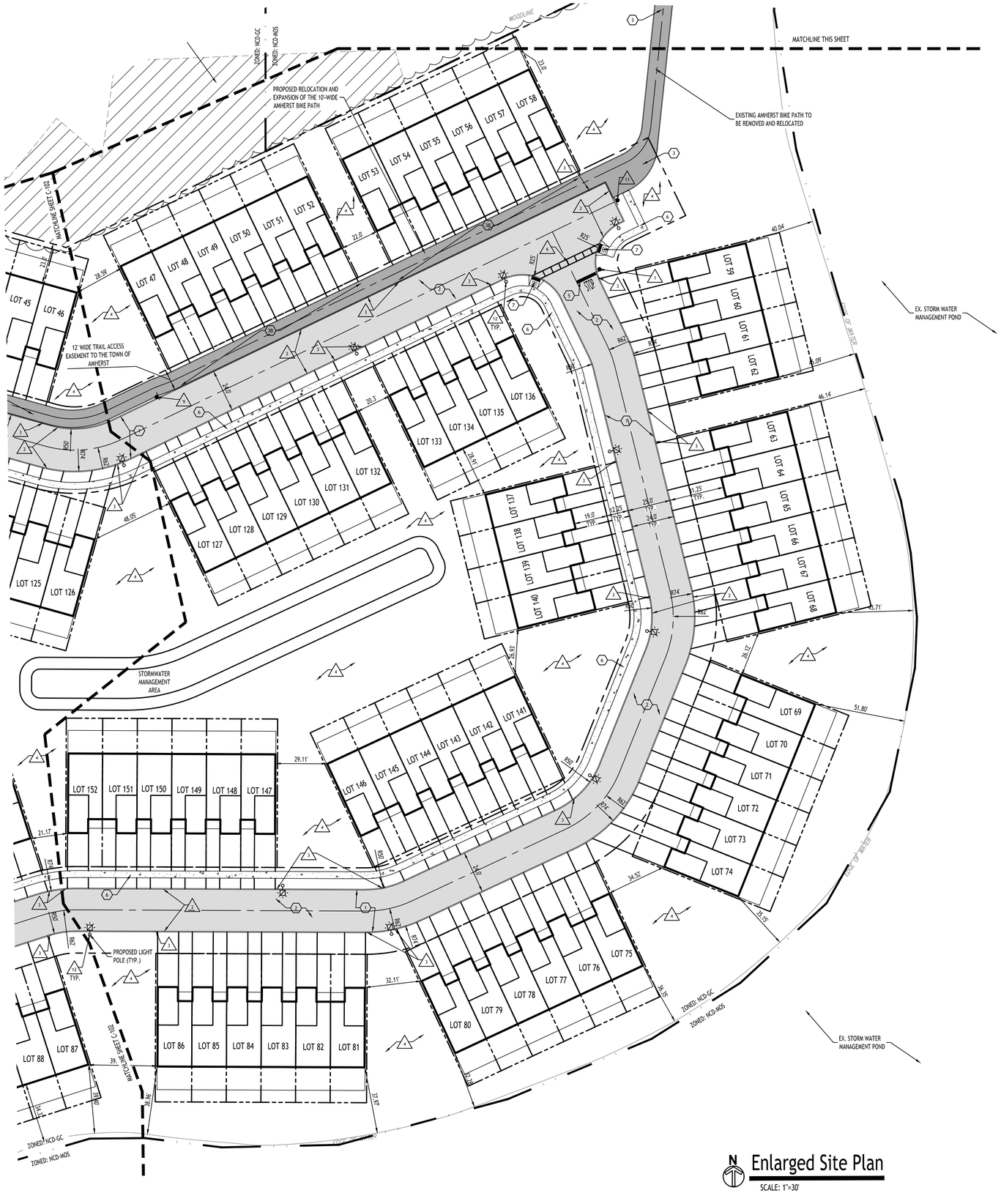
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-102

Project No: 25-4080

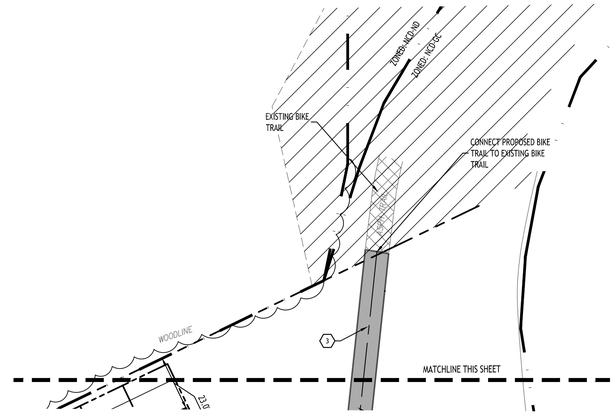
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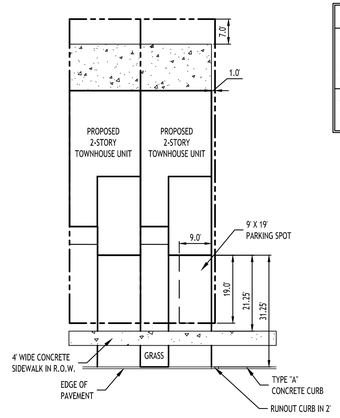
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Enlarged Site Plan

SCALE: 1"=30'





TYP. TOWNHOUSE LOT

SCALE: 1"=20'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

DETAIL LEGEND

SEE SITE DETAIL SHEET

1. TYPE "A" CONCRETE CURB
2. STANDARD DUTY ASPHALT
3. ASPHALT TRAIL
3A. ASPHALT TRAIL - TYPICAL ROAD/DRIVEWAY TRANSITION
4. EXTERIOR CONCRETE SLAB ON GRADE
5. STOP BAR
6. CONCRETE SIDEWALK
7. SIDEWALK CURB RAMP
8. 22-28 KW EMERGENCY GENERATOR DETAIL SPECIFICATIONS
9. MONUMENT SIGN DETAIL

SITE LEGEND

- PROPERTY LINE
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- PROPOSED LIGHT POLE
- 100 FT UPLAND WETLAND BUFFER

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

Site Data

SITE AREA = 17.14 AC
ZONED: NEW COMMUNITY DEVELOPMENT (NCD)
PROJECT: PROPOSED 160 UNITS TOWNHOME PROJECT
OPEN SPACE PROVIDED - 9.81 AC (57%)

PARKING	REQUIRED	PROVIDED
# OF SPACES - SEE CALCULATION BELOW	320	320
PARKING SPACE SIZE	9' x 19'	9' x 19'

PARKING CALCULATION:

RESIDENTIAL:
REQ'D = 2 SPACE PER UNIT

160 UNITS * 2 SPACES/UNIT = 320 SPACES REQ'D

NOTE LEGEND

1. INSTALL STOP SIGN - M.U.T.C.D. SIGN NO. R1-1B
2. LIMIT OF PAVEMENT
3. RUNOUT CURB IN 2' OR MATCH EXISTING CURB
4. LANDSCAPED AREA - SEE LANDSCAPE PLAN, IF NO PLANTINGS, INSTALL TOPSOIL & SEED
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6. 6" WIDE WHITE PAVEMENT STRIPES @ 5' SPACING (CROSSWALK LINES)
7. 10' WIDE PROPOSED CROSSWALK (TYPE LS, W/20 MIL EXPOXY PAINT)
8. INSTALL "YIELD" SIGN, M.U.T.C.D. SIGN NO. R1-2C
9. INSTALL M.U.T.C.D. W11-2 PEDESTRIAN CROSSING SIGN WITH M.U.T.C.D. W16-9P "AHEAD" SUPPLEMENTAL PLAQUE
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770 John James Audubon Parkway
Amherst, New York

REVISIONS:		
No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Enlarged Site Plan

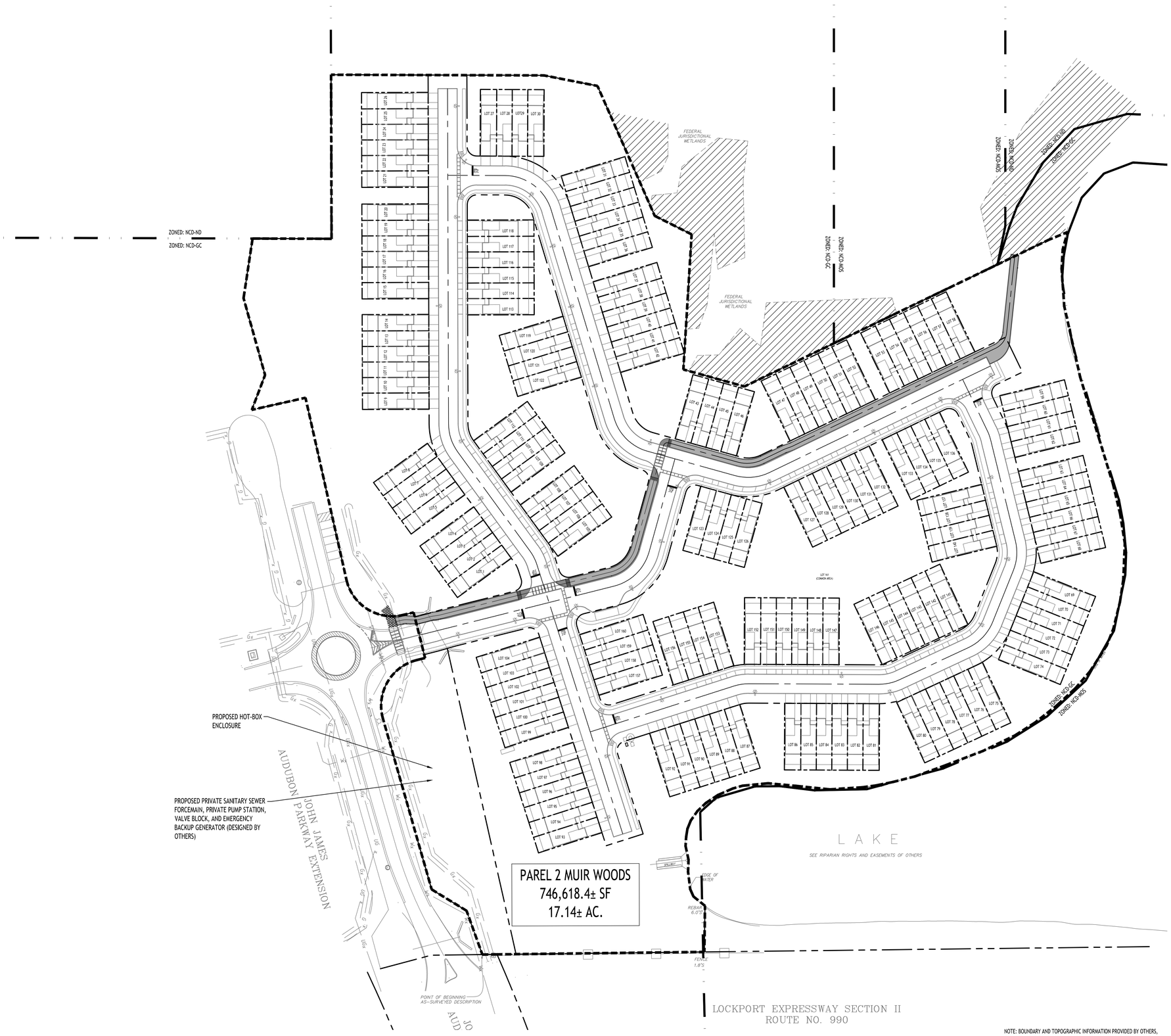
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-103

Project No: 25-4080

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Parcel Plan

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

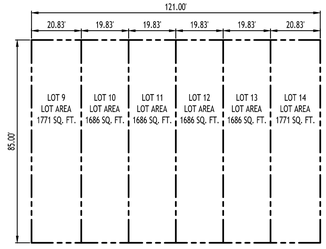
60' 60 0 60 120Ft.

Site Data		
SITE AREA = 17.14 AC		
ZONED: NEW COMMUNITY DEVELOPMENT (NCD)		
PROJECT: PROPOSED 160 UNITS TOWNHOME PROJECT		
OPEN SPACE PROVIDED - 9.81 AC (57%)		
PARKING	REQUIRED	PROVIDED
# OF SPACES - SEE CALCULATION BELOW	320	320
PARKING SPACE SIZE	9' x 19'	9' x 19'

PARKING CALCULATION:

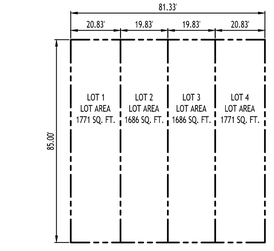
RESIDENTIAL:
REQ'D = 2 SPACE PER UNIT

160 UNITS * 2 SPACES/UNIT = 320 SPACES REQD



TYP. 6-UNIT TOWNHOUSE CLUSTER

SCALE: 1"=30'



TYP. 4-UNIT TOWNHOUSE CLUSTER

SCALE: 1"=30'

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

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STATE OF NEW YORK
CHRISTOPHER WOOD
076394
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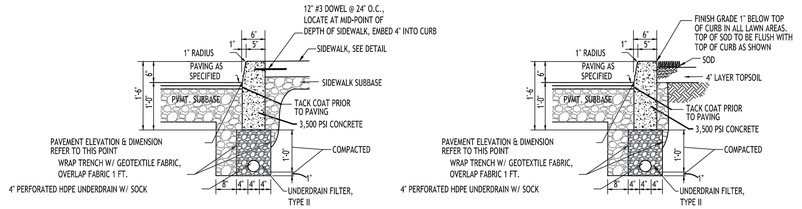
DRAWING NAME:
Parcel Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-104

Project No: 25-4080

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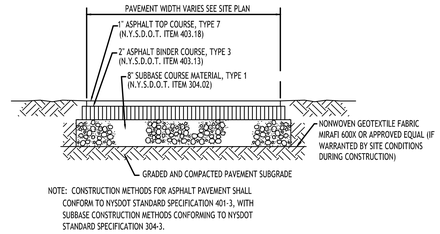


ABUTTING SIDEWALK

ABUTTING LANDSCAPE/GRASS

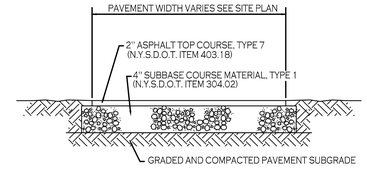
NOTES:
1. CONTROL JOINTS TO BE 2" DEEP AT 15'-0" O.C. - SEE SPECIFICATIONS FOR FURTHER JOINT REQUIREMENTS NYSDOT 702-0700.
2. WHERE THE CURB DROPS (IS FLUSH WITH ASPHALT) THE DEPTH OF CURB BELOW GRADE SHALL BE INCREASED TO 1'-6" AND OTHER DIMENSIONS ADJUSTED ACCORDINGLY.
3. TIE UNDERDRAINS INTO CLOSEST DRAINAGE SYSTEM OR OUTLET TO DAYLIGHT UNLESS OTHERWISE INDICATED, SLOPE OF UNDERDRAIN TO FOLLOW BOTTOM OF CURB SLOPE.

TYPE "A" CONCRETE CURB - 1



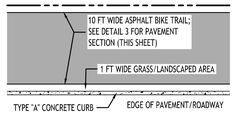
NOTE: CONSTRUCTION METHODS FOR ASPHALT PAVEMENT SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 401-3, WITH SUBBASE CONSTRUCTION METHODS CONFORMING TO NYSDOT STANDARD SPECIFICATION 304-3.

STANDARD DUTY ASPHALT SECTION - 2

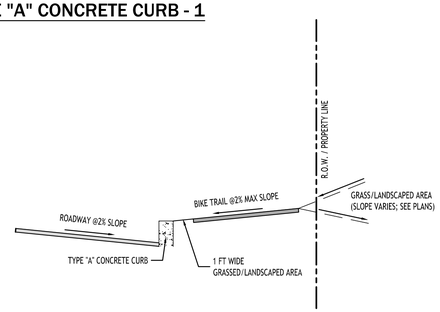


NOTE: CONSTRUCTION METHODS FOR ASPHALT PAVEMENT SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 401-3, WITH SUBBASE CONSTRUCTION METHODS CONFORMING TO NYSDOT STANDARD SPECIFICATION 304-3.

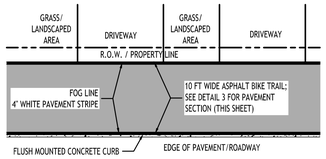
ASPHALT TRAIL SECTION - 3



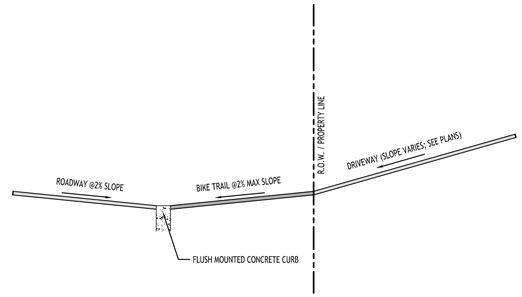
TYPICAL ASPHALT TRAIL - 3A



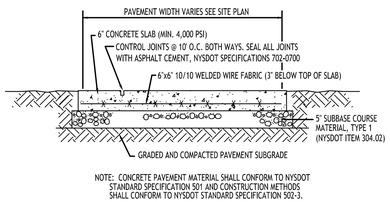
ASPHALT TRAIL - TYPICAL SECTION - 3A



ASPHALT TRAIL - ROAD/DRIVEWAY TRANSITION - 3B

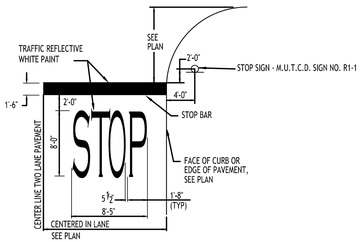


ASPHALT TRAIL - ROAD/DRIVEWAY TRANSITION SECTION - 3B

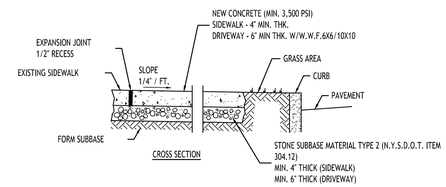


NOTE: CONCRETE PAVEMENT MATERIAL SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 501 AND CONSTRUCTION METHODS SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 502-3.

EXTERIOR CONCRETE SLAB-ON-GRADE SECTION - 4

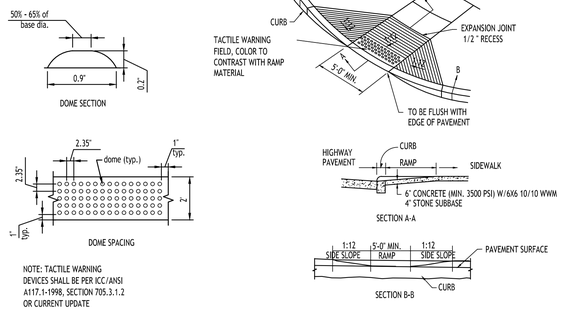


STOP BAR DETAIL - 5



NOTES:
1. CONTROL JOINTS TO BE AT 5'-0" O.C., BOTH WAYS WHERE APPLICABLE. SEE SPECIFICATIONS FOR FURTHER JOINT REQUIREMENTS NYSDOT 702-0700.
2. CONCRETE SIDEWALK AND DRIVEWAY MATERIAL SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 501 AND CONSTRUCTION METHODS SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION 608-3.
3. SUBBASE GRADE SHALL FOLLOW THE PROPOSED GRADE OF THE SIDEWALK AND SLOPE AWAY FROM BUILDING WHERE APPLICABLE, PROVIDE CONTINUOUS STONE PATH TO CURB UNDERDRAIN WHERE PROVIDED.
4. FULL DEPTH EXPANSION JOINTS SHALL BE INSTALLED EVERY 20' O.C., BOTHWAYS WHERE APPLICABLE. SEE SPECIFICATIONS FOR FURTHER JOINT REQUIREMENTS NYSDOT 702-0700.
5. SEE CURB DETAIL FOR DOWLING REQUIREMENTS WHERE ABUTTING CURB.
6. INSTALL 6' LONG #3 DOWELS @ 12" O.C. WHERE SIDEWALK ABUTS A BUILDING WALL AT AN ENTRANCE, THICKEN SIDEWALK TO 6" AT BUILDING WALL AND INSTALL DOWEL CENTERED IN THE 6" DEPTH. DOWELS AND THICKENING OF SIDEWALK SHALL EXTEND 18" EITHER SIDE OF ENTRANCE.
7. INSTALL 1/2" PREMOLDED EXPANSION JOINT WITH BACKER ROD & SEALANT WHERE SIDEWALK ABUTS BUILDING OR OTHER STRUCTURE.

CONCRETE SIDEWALK - 6

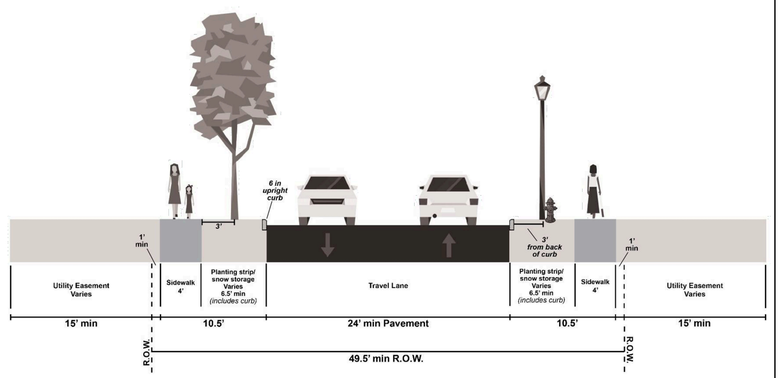


NOTE: TACTILE WARNING DEVICES SHALL BE PER ICC/ANSI A117.1-1998, SECTION 705.3.1.2 OR CURRENT UPDATE

SIDEWALK CURB RAMP - 7

Typical Section - Narrow Residential

**Private Streets*



NOTE: Location of utilities to be determined by the applicable approving agency

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
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STATE OF NEW YORK * CHRISTOPHER R. WOOD * LICENSED PROFESSIONAL ENGINEER * 076394

Sealed 10/29/2026

DRAWING NAME:
Site Details

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-105

Project No: 25-4080

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Spec Sheet 4 of 7

GENERAC

GENERAC AIR-COOLED STANDBY GENERATOR

Residential/Commercial Standby Generator

22-28 kW

INCLUDES:

- Cellular connectivity standard, with Wi-Fi™ and Bluetooth™ capabilities
- Electronic fuel and ignition control (EFIC)
- Hydraulic lifters
- Smart Exercise Technology
- True Power™ Electrical Technology
- Power Zone™ 200 Controller
- Oil level sensor
- 200 Amp service rated transfer switch in bundled models
- Electronic governor
- System status & maintenance interval LED indicators
- Sound attenuated enclosure
- Natural gas or LP gas operation
- ecobee by Generac Smart Thermostat included in select bundles
- 5 Year limited warranty, generator and transfer switch
- Listed and labeled by the Southwest Research Institute allowing installation as close as 18 in (457 mm) to a structure.*

**Must be located away from doors, windows, and fresh air intakes and in accordance with local codes.*

STANDBY POWER RATING

G007260-0, G007325-0 (Aluminum-Metro Gray) - 22kW 60 Hz
G007260-10, G007325-10 (Aluminum-Metro Gray) - 22kW 60 Hz
G007261-0, G007326-0 (Aluminum-Metro Gray) - 24kW 60 Hz
G007327-0, G007328-0 (Aluminum-Metro Gray) - 26kW 60 Hz
G007282-0, G007329-0 (Aluminum-Metro Gray) - 28kW 60 Hz



ETL QUIET TEST

NOTE: Generator is certified for use in the US and Canada. See Transfer Switch section for the transfer switch certification details.

FEATURES

- **INNOVATIVE ENGINE DESIGN & RIGOROUS TESTING** are at the heart of Generac's success in providing the m ost reliable generators possible. Generac's G-Force engine lineup offers added peace of mind and reliability for when it's needed the most. The G-Force series engines are purpose built and designed to handle the rigors of extended run times in high temperatures and extreme operating conditions.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **TEST CRITERIA:**
  - ✓ PROTOTYPE TESTED
  - ✓ SYSTEM TORSIONAL TESTED
  - ✓ NEMA MG1- 22 EVALUATION
  - ✓ MOTOR STARTING ABILITY
- **ecobee by Generac SMART THERMOSTAT ENHANCED:** This new energy manager for the home offers a seamless integration into the Generac ecosystem, managing the home's HVAC systems and protecting the generator from potential overloads with precision. Leveraging Mobile Link, users may also view the status of the generator and the LP tank level (if applicable).
- **MOBILE LINK® CONNECTIVITY:** Standard with the Generac Air-Cooled Standby Generator home standby generators, Mobile Link Cellular allows users to monitor the status of their generator from anywhere using a smartphone, tablet, or PC. Easily access real-time operating status, maintenance alerts, and generator readiness. Users can also connect their account to an authorized service dealer for professional support and maintenance services. With Mobile Link, users can rest their generator is ready before the next power outage.
- **SOLID-STATE VOLTAGE REGULATION:** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ± 1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES:** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

THE GENERAC PROMISE

* Assumed on the USA using domestic and foreign parts.

GENERAC Mobile Link

Spec Sheet 5 of 7

GENERAC

Specifications

Generator

Model	22 kW	24 kW	26 kW	28 kW
Maximum power capacity (LP)	22 kW*	24 kW*	26 kW*	28 kW*
Maximum power capacity (NG)	21 kW*	22.5 kW*	24 kW*	25 kW*
Rated voltage	240			
Rated maximum load current – 240 Volts (LP / NG)	92 / 88	100 / 94	108 / 100	116 / 104
Total Harmonic Distortion	Less than 5%			
Main line circuit breaker	100 amp		110 amp	125 amp
Phase	1			
Number of rotor poles	2			
Rated AC frequency	60 Hz			
Power factor	1.0			
Battery requirement (not included)	12 volts; AGM Powersport Battery Group BTX30; 400CCA minimum			
Unit weight (lb / kg)	~G Models: 461 / 209 ~H Models: 463 / 210	461 / 209	524 / 238	
Dimensions (L x W x H) in / cm	46.4 x 26.3 x 30.7 / 117.9 x 66.8 x 77.9			
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**	67	67	67	67
Sound output in dB(A) at 23 ft (7 m) with generator in Quiet-Test™ low-speed exercise mode **	55	55	55	55
Exercise duration	Adjustable 5 - 20 min (5 min factory default)			

Engine

Engine type	GENERAC G-Force 1000 Series			
Number of cylinders	2			
Displacement	997cc			
Cylinder block	Aluminum w/ cast iron sleeve			
Valve arrangement	Overhead valve			
Lifter type	Hydraulic			
Ignition system	Solid-state			
Governor system	Electronic			
Compression ratio	10.5:1			
Starter	12 VDC			
Oil capacity including filter	Approx. 2.2 qt / 2.1 L			
Operating rpm	3,600			
Fuel consumption				
Natural Gas ft³/hr (m³/hr) 1/2 Load	221 (6.27)	197 (5.58)	182 (5.15)	182 (5.15)
Natural Gas ft³/hr (m³/hr) Full Load	311 (8.80)	291 (8.23)	316 (8.96)	297 (8.41)
Liquid Propane ft³/hr (gal/hr) [L/hr] 1/2 Load	89 (2.45) [9.28]	89 (2.45) [9.28]	74 (2.05) [7.74]	81 (2.23) [8.45]
Liquid Propane ft³/hr (gal/hr) [L/hr] Full Load	135 (3.71) [14.03]	135 (3.71) [14.03]	144 (3.95) [14.94]	144 (3.97) [15.02]

Fuel pipe must be sized for full load. Required fuel pressure to generator fuel inlet at all load ranges - 3.5–7 in water column (0.87–1.74 kPa) for NG, 10–12 in water column (2.49–2.99 kPa) for LP gas. For BTU content, multiply ft³/hr x 2,500 (LP) or ft³/hr x 1,000 (NG). For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG).
**Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271) * Maximum kilowatt amps and current are subject to and limited by such factors as fuel BTU/megajoule content, ambient temperature, humidity, barometric pressure, altitude, engine power and condition, etc. Maximum power decreases approximately 3.5% for each 1,000 ft (304.8 m) above sea level, and also will decrease approximately 1% for each 10 °F (6 °C) above 60 °F (16 °C).

Spec Sheet 5 of 7

GENERAC

Specifications

Controls

Mode buttons: AUTO	Automatic start on utility failure. Programmable exerciser.	
MANUAL	Start with starter control, unit stays on. If utility fails, transfer to load takes place.	
OFF	Stops unit. Generator will not automatically start on utility failure. Control and charger still operate if utility is available.	
SERVICE	For diagnostic personnel use to prevent remote commands for safe interaction, and prevent nuisance Mobile Link notifications during diagnostic testing.	
Ready to Run/Maintenance messages	Standard	
Engine Run Hours indication	Standard	
Programmable start delay between 2–1,500 seconds	Standard (programmable by dealer only).	
Utility nominal voltage setting	Adjustable to greater than or less than 10% of 240V. (90–110%, default 100%).	
Utility Voltage Loss/Return to Utility adjustable (brownout setting)	Adjustable against nominal voltage setting; 75–80% dropout / 84–89% pickup.	
Future Set Capable Exerciser/Exercise Set Error warning	Standard	
Run/Alarm/Maintenance logs	50 events each.	
Engine start sequence	Cyclic cranking: Engine cranks a maximum of five times at factory set intervals and durations.	
Starter lock-out	Starter cannot re-engage until 5 sec after engine has stopped.	
Smart battery charger	Standard	
Charger Fault/Missing AC warning	Standard	
Low Battery/Battery Problem Protection and Battery Condition indication	Standard	
Automatic Voltage Regulation with Over and Under Voltage protection	Standard	
Under-Frequency/Overload/Deeper Overcurrent protection	Standard	
Safety Fused/Fuse Problem protection	Standard	
Automatic Low Oil Pressure/High Oil Temperature shutdown	Standard	
Overcrank/Overspeed (@ 75 Hz/RPM Sense Loss shutdown	Standard	
High Engine Temperature shutdown	Standard	
Internal Fault/Incorrect Wiring protection	Standard	
Common external fault capability	Standard	
Automatically upgradable firmware via Cellular or Wi-Fi	Standard	

Spec Sheet 6 of 7

GENERAC

Transfer Switch Specifications

Service Rated Switch Features

- Includes fuse control module (FCM) standard.
- Integrated surge protection.
- Fuses included and sold separately.
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 80% continuous load, both inductive and resistive.
- 3-pole, 250 VAC contactors.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- Main contacts are silver alloy to resist welding and sticking.
- NEMA 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.
- Includes fast mount cleat for ease of installation.

Dimensions

	Height		Width		Depth	Depth w/ Fast Mount
	H1	H2	W1	W2		
in	26.74	30.1	10.5	13.5	6.3	6.6
cm	67.94	76.4	26.67	34.29	16.01	16.76

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
250 MCM - #6	350 MCM - #6	Copper: 2/0 - #14 Aluminum: 2/0 - #6

Model	G007325-0 (22kW), G007325-0 (24kW) G007329-0 (26kW), G007329-0 (28kW)
Part Number	A0000302610
No. of poles	2
Current rating (amps)	200
Voltage rating (VAC)	120/240, 1Ø
Enclosure type	Standard NEMA 3R
Circuit breaker protected	22,000 AIC
Lug range	250 MCM - #6 AWG
Surge protection	Integrated surge protection
Weight	33.0 lbs (14.97 kg)
ETL certification	ETLus

NOTE: 200 amp service entrance rated transfer switches are certified for use in US only.





Smart Thermostat Specifications

ecobee by Generac Smart Thermostat Features

- Built-in HVAC energy management.
- Generator and LP tank status.
- Controls one-wire HVAC accessories (humidifier, dehumidifier, etc.)
- Includes power extender (PEK) for common (C) wire needs.
- Includes optional trim adapter plate.
- 4 in full-color touch screen LCD.
- Mobile Link and ecobee remote monitoring homeowner applications.
- Energy Star® certified.
- 5 year limited warranty.

Dimensions

	Height	Width	Depth
in	4.09	4.09	0.94
cm	103.89	103.89	23.88

Model	G007329-0 (28kW)
Smart Thermostat model	Enhanced
Power supply source	24 VAC (from HVAC equipment transformer via line input)
System compatibility	Conventional (2H/2C), Heat pump (3H/2C) 2 stage heat - 2 stage cool - 1 stage AUX, ductless, 3-speed FCNCs or fan coil units
Compliance	Energy Star, FCC Part 15 Class B, UL 916, CSA C22.2
Wire terminals	C, R, G, Y1, Y2, W1, W2(AUX), RV(L),
User configurable temperature range	Display: 40°F to 100°F (5°C to 37°C)
Operating temperature rating	14 °F to 122 °F (-10 °C to 50 °C)
Weight	1.1 lb (0.49 kg)





Spec Sheet 7 of 7

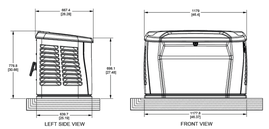
GENERAC

Available Accessories

Model #	Product	Description
A0010137451 A0010137452	AGM Group BTX30L Battery	Every standby generator requires a battery to start the system. Generac offers the recommended battery for use with Air-Cooled Standby Generators.
G007211-0	Battery Heater	The battery heater wraps around the battery. Recommended for use if temperature regularly falls below 32 °F (0 °C).
G007102-1	Oil Heater	Oil heater slips directly over the oil filter. Recommended for use if temperature regularly falls below 32 °F (0 °C).
G007103-2	Breather Heater	Breather heater is for use in extreme cold weather applications where heavy icing occurs. Recommended for use if the temperature regularly falls below 0 °F (-18 °C).
G005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load which may not be needed. Not compatible with 50 amp pre-wired switches.
G009918-0 - Metro Gray	Touch-Up Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The touch-up paint kit includes the necessary paint to correctly maintain or touch-up a generator enclosure.
G007216-0	Scheduled Maintenance Kit	Generac's scheduled maintenance kit provides all the items necessary to perform complete routine maintenance on an air-cooled standby generator (oil not included).
G007009-0	LTE LP Tank Fuel Level Monitor	The LTE enabled LP tank fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in verifying the generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify users when the LP tank is in need of a refill.
G007000-1 (50 amp) G007006-1 (100 amp)	Generac Load Manager	Generac Load Managers (LMs) are used to optimize the performance of a standby generator. They manage large electrical loads upon startup, and shed them to aid in recovery when overloaded. In many cases, using LMs can reduce the overall size and cost of the system.
G0073640	ecobee by Generac Smart Thermostat Enhanced	ecobee by Generac Smart Thermostat Enhanced has built-in HVAC load management, removing the need to install extra equipment. This energy manager for the home offers a seamless integration into the Generac ecosystem, managing the home's HVAC system(s) and protecting the home backup system from potential overloads with precision.

Dimensions & UPCs

Model	UPC
G007260	696471103724
G007325	696471104738
G007261	696471103731
G007326	696471104745
G007327	696471104226
G007328	696471104752
G007282	696471103748
G007329	696471104769



Dimensions shown are approximate. See installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.

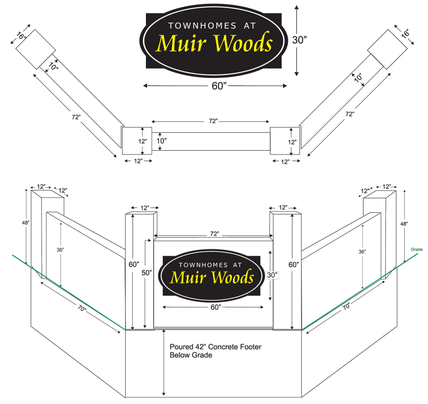
Generac Power Systems, Inc. | S45 W29290 HWY. 59 | Waukesha, WI 53189 | generac.com
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Part No. A0000151077
Rev. 0 08/13/2026

22-28 KW GENERATOR DETAIL & SPECIFICATIONS - 8



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INSTALLATION
888-668-0188

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F: 716-668-3900
1380 French Road
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MONUMENT SIGN DETAIL - 9

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
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770 John James Audubon Parkway
Amherst, New York

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REVISIONS:

STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Site Details

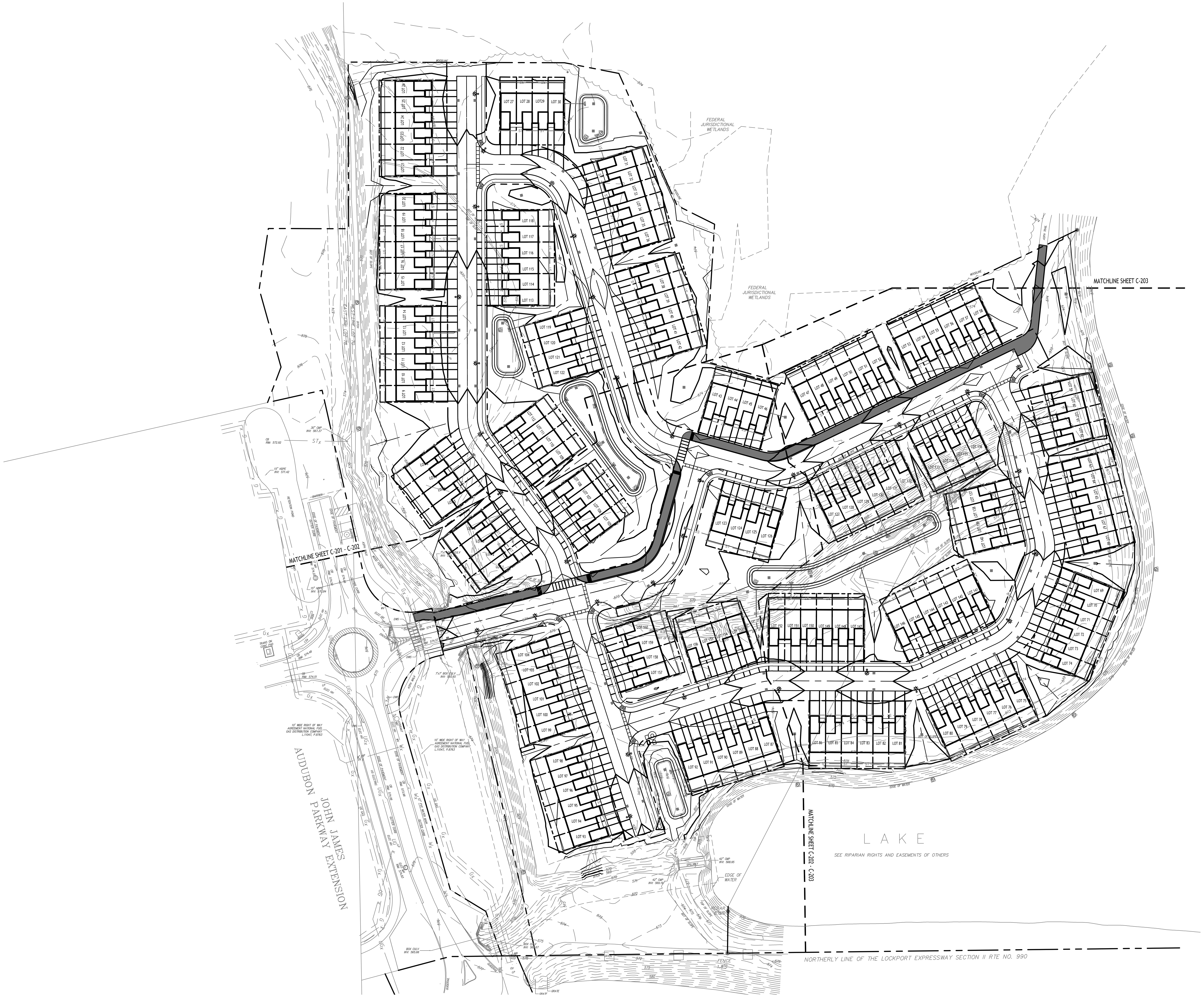
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DRAWING NO.
C-106

Project No: 25-4080

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PROPOSED GRADING LEGEND

PROPOSED CONTOUR	—101—
PROPOSED SPOT ELEVATION	100.80
PROPOSED TOP/BOTTOM OF CURB ELEV.	TC 100.50 BC 100.00
PROPOSED CATCH BASIN	■ CB
PAVEMENT/GROUND SLOPE	→
PROPOSED YARD DRAIN	YD
PROPOSED MANHOLE	● MH

TOWN OF AMHERST APPROVAL BOX:

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

Overall Grading Plan

SCALE: 1"=60'

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770 John James Audubon Parkway
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REVISIONS:

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STATE OF NEW YORK
R. CHRISTOPHER WOOD
076394
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DRAWING NAME:

Overall Grading Plan

Date: 03.13.26
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Enlarged Grading Plan

SCALE: 1"=30'

PROPOSED GRADING LEGEND

PROPOSED CONTOUR	101
PROPOSED SPOT ELEVATION	100.80
PROPOSED TOP/BOTTOM OF CURB ELEV.	TC 100.50 / BC 100.00
PROPOSED CATCH BASIN	CB
PAVEMENT/GROUND SLOPE	
PROPOSED YARD DRAIN	YD
PROPOSED MANHOLE	MH

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

TOWN OF AMHERST APPROVAL BOX:

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DRAWING NAME:

Enlarged Grading Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.

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Enlarged Grading Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 30 0 30 60Ft.

PROPOSED GRADING LEGEND

PROPOSED CONTOUR	101
PROPOSED SPOT ELEVATION	100.80
PROPOSED TOP/BOTTOM OF CURB ELEV.	TC 100.50 BC 100.00
PROPOSED CATCH BASIN	CB
PAVEMENT/GROUND SLOPE	
PROPOSED YARD DRAIN	YD
PROPOSED MANHOLE	MH

TOWN OF AMHERST APPROVAL BOX:

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DRAWING NAME:
Enlarged Grading Plan

Date: 03.13.26
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Scale: As Noted

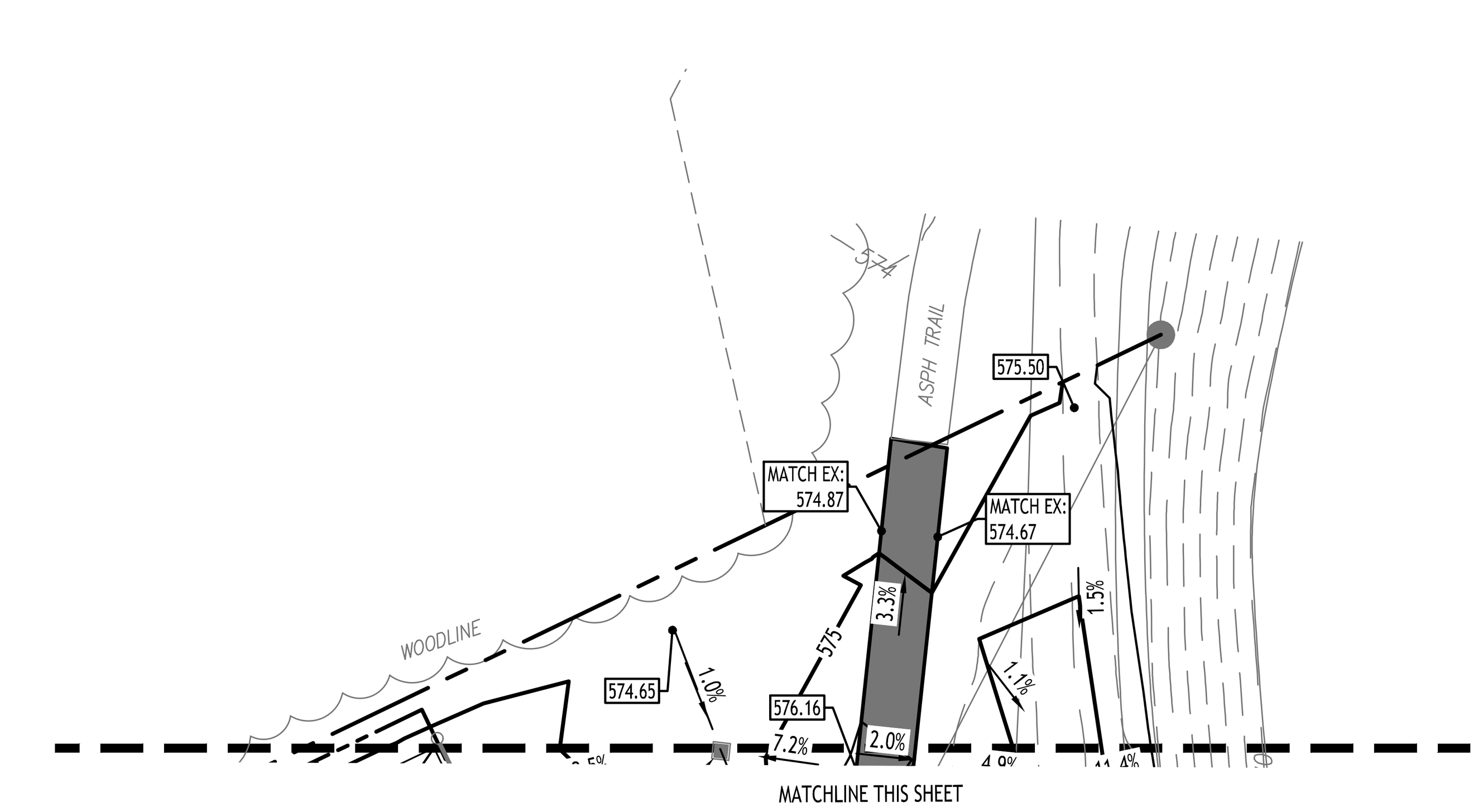
DRAWING NO.
C-202

Project No: 25-4080

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PROPOSED GRADING LEGEND

PROPOSED CONTOUR	101
PROPOSED SPOT ELEVATION	100.80
PROPOSED TOP/BOTTOM OF CURB ELEV.	TC 100.50 / BC 100.00
PROPOSED CATCH BASIN	CB
PAVEMENT/GROUND SLOPE	
PROPOSED YARD DRAIN	YD
PROPOSED MANHOLE	MH

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30 60Ft.

Enlarged Grading Plan

SCALE: 1"=30'

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Date:	03.13.26
Drawn By:	D. Feyes
Scale:	As Noted

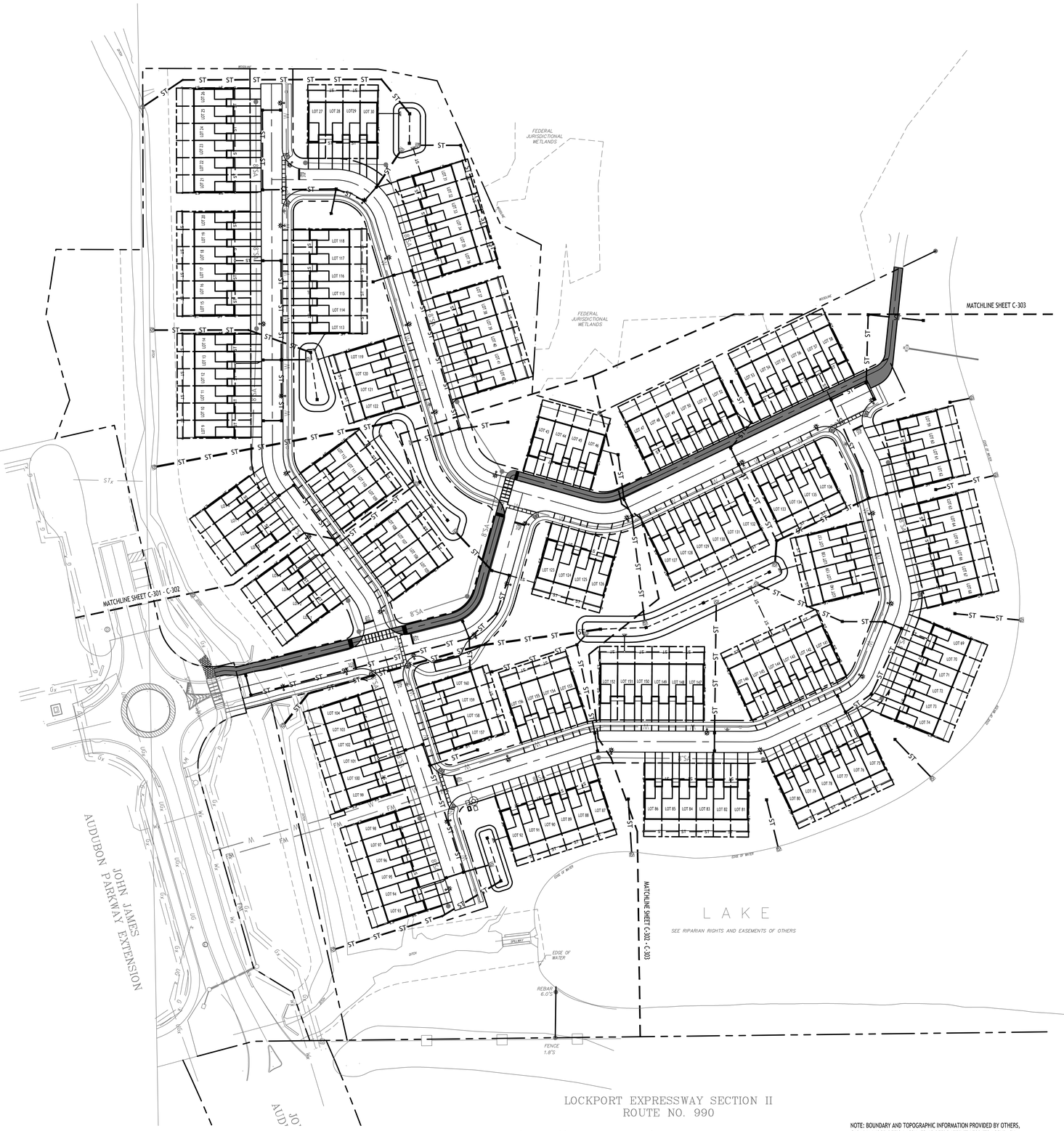
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Overall Drainage Plan

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

PROPOSED STORM LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	

TOWN OF AMHERST APPROVAL BOX:

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076394

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DRAWING NAME:

Overall Drainage Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

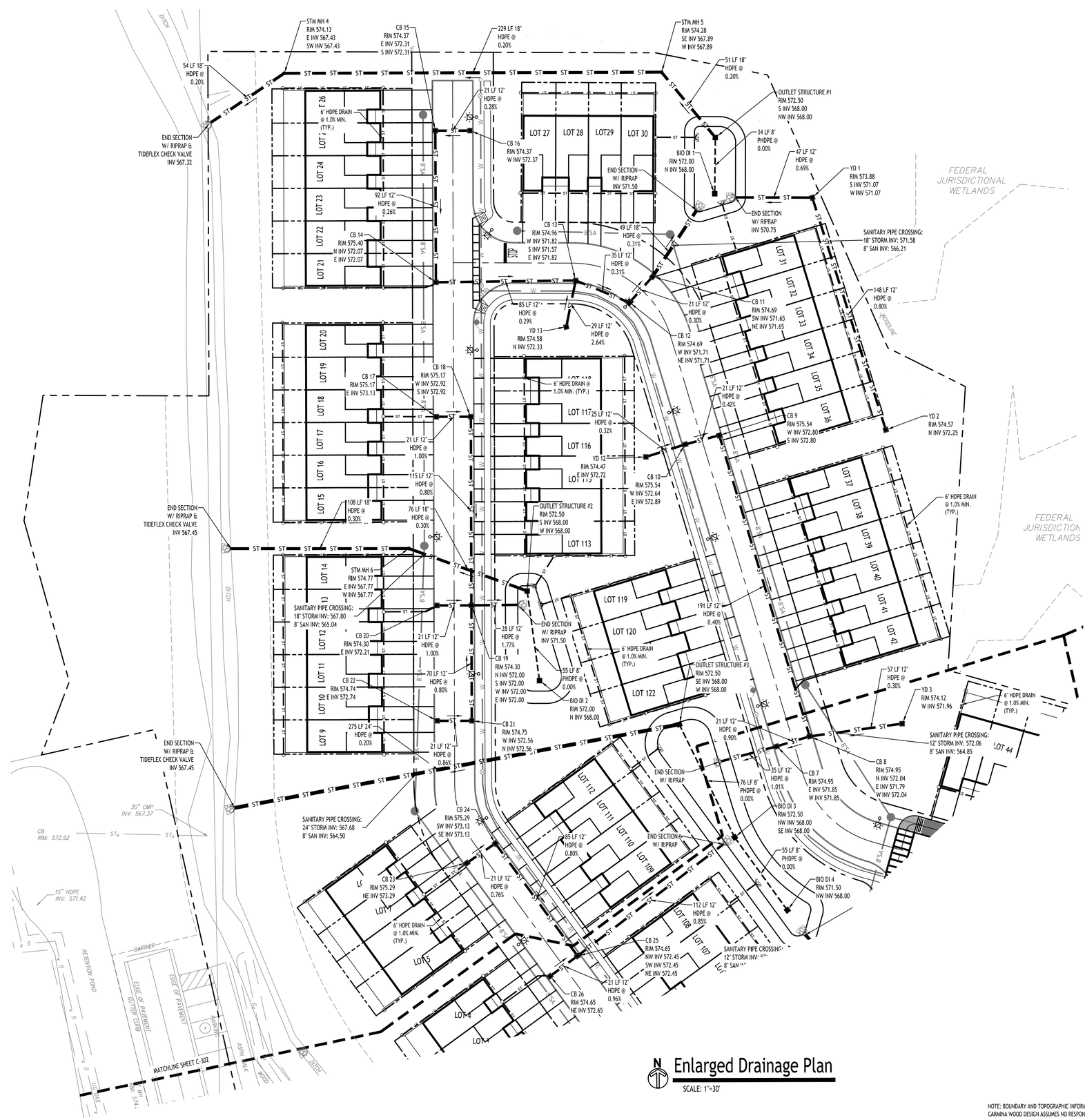
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Project No: 25-4080

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Enlarged Drainage Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 30 0 30 60Ft.

PROPOSED STORM LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	

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DRAWING NAME:
Enlarged Drainage Plan

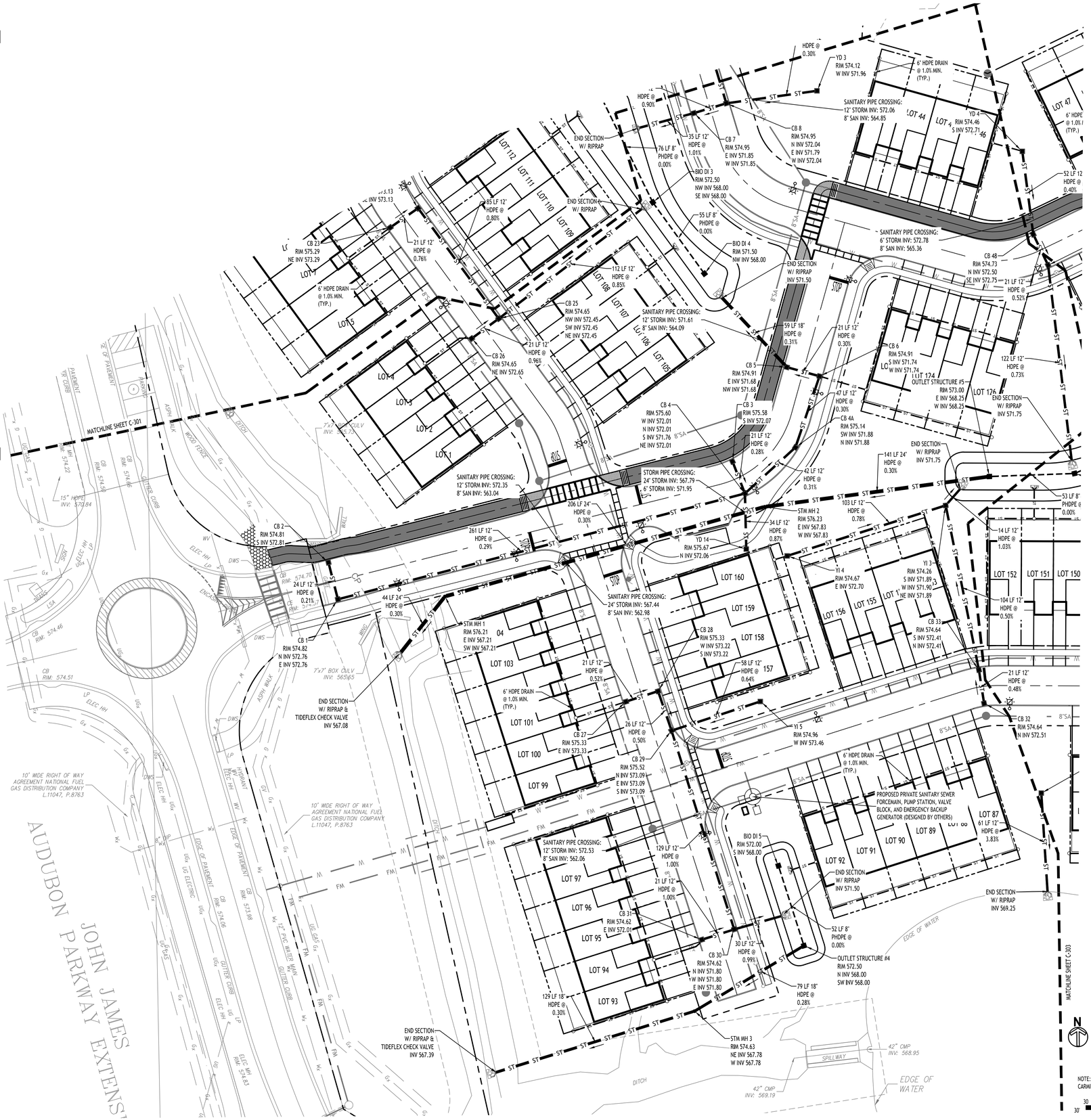
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Enlarged Drainage Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

PROPOSED STORM LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	

TOWN OF AMHERST APPROVAL BOX:

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DRAWING NAME:
Enlarged Drainage Plan

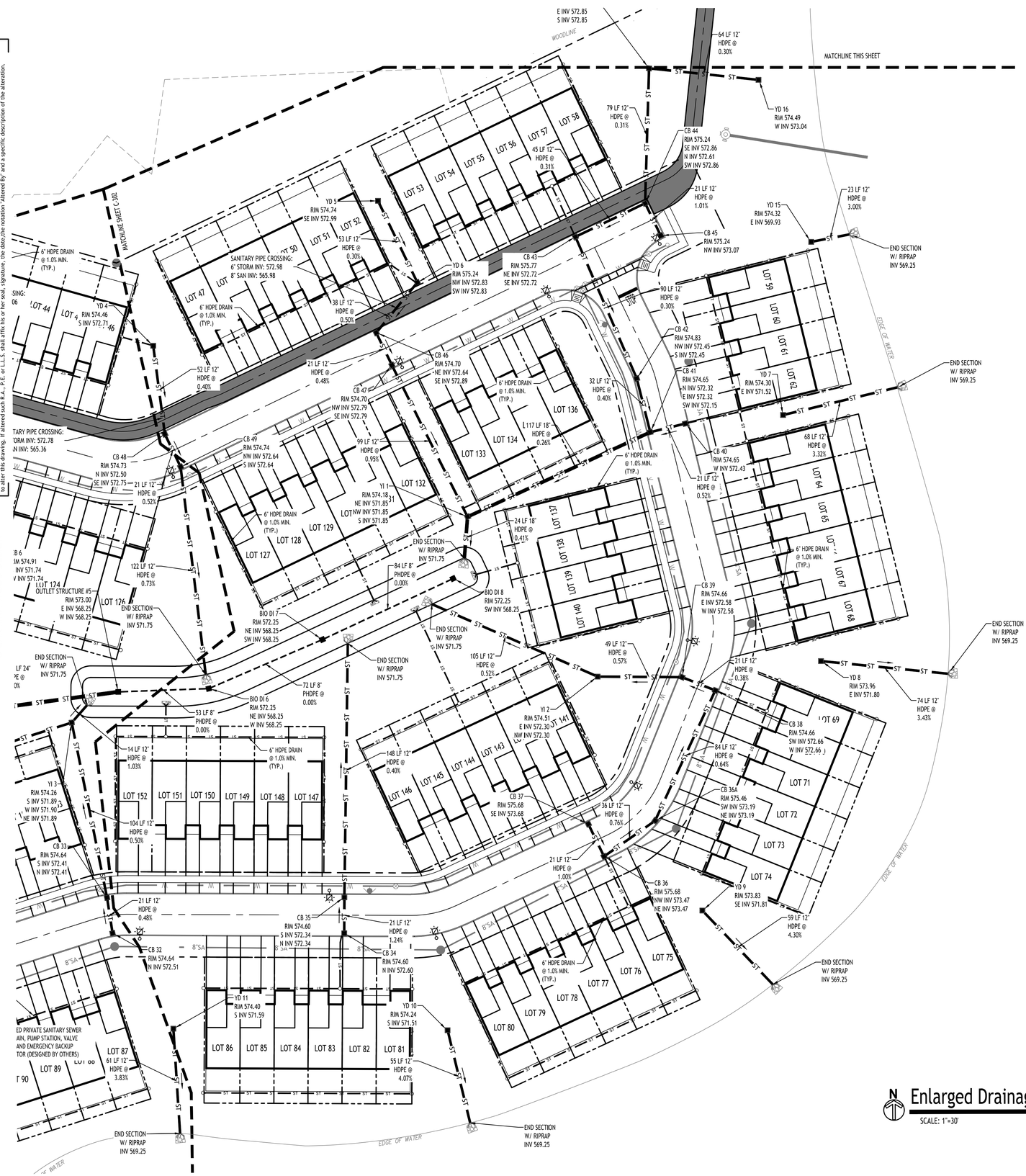
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Project No: 25-4080

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Enlarged Drainage Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

PROPOSED STORM LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	

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Enlarged Drainage Plan

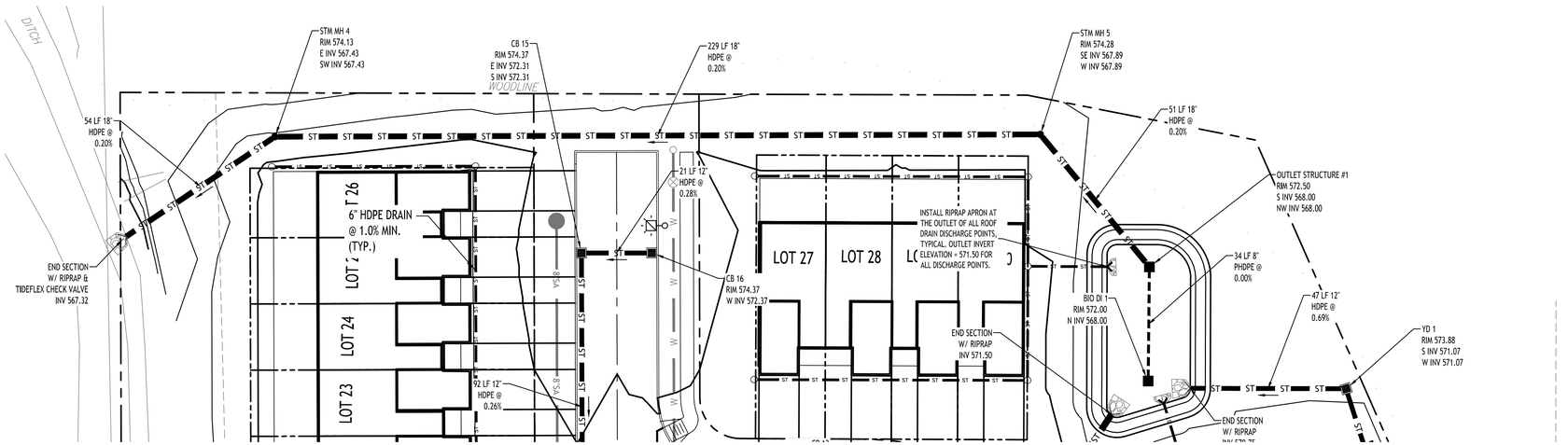
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-303

Project No: 25-4080

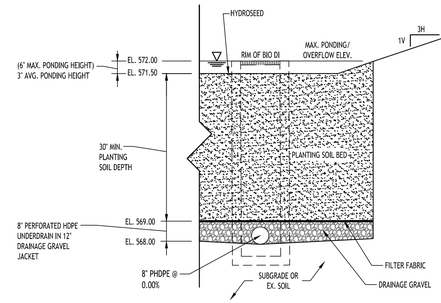
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BIO-RETENTION #1 PLAN & DETAIL

SCALE: 1"=20'



BIORETENTION AREA

BIORETENTION AREA #1 - #4 - TYPICAL SECTION

NOT TO SCALE

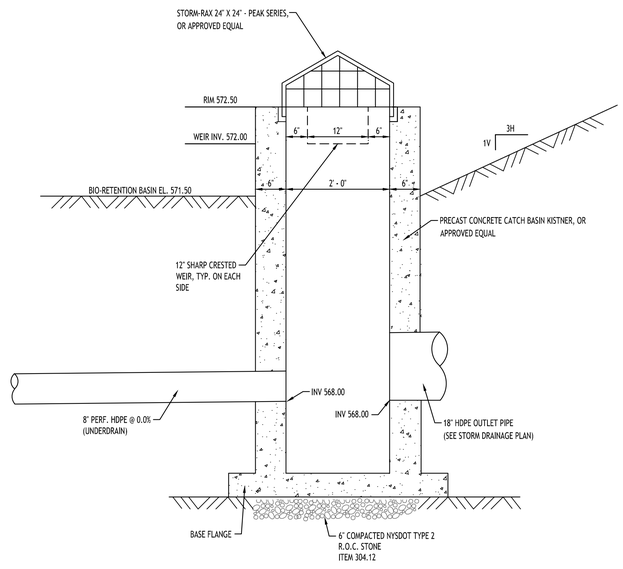
NOTES:
1. FILTER FABRIC TO BE NON-WOVEN CLASS 'C', MIRAFI 180-N OR APPROVED EQUIVALENT
2. DRAINAGE GRAVEL TO MEET AASHTO M-43. NO.67, SIZE 0.25" TO 0.75"
3. CONTRACTOR TO PROVIDE PLANTING SOIL SUBMITTAL SPECIFICATION FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

NOTE: PLANTING SOIL SHALL BE LOAM/SAND MIX CONTAINING A MINIMUM OF 35 TO 60% SAND BY VOLUME AND LESS THAN 25% CLAY. SOIL SHOULD FALL WITHIN USCS TYPES SM OR ML WITH PERMEABILITY OF AT LEAST 0.5 FEET PER DAY. SOIL SHOULD BE FREE FROM STONES, STUMPS, ROOTS OR OTHER WOODY MATERIAL OVER 1" IN DIAMETER. PLACEMENT OF THE PLANTING SOIL SHOULD BE IN LIFTS OF 12" TO 18", LOOSELY COMPACTED.

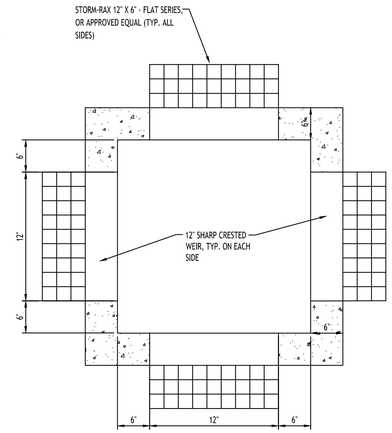
CHARACTERISTICS SHALL BE:
PH RANGE: 5.2 - 7.00
ORGANIC MATTER: 1.5 - 4.0%
MAGNESIUM: 35 LBS PER ACRE MIN.
PHOSPHORUS: 75 LBS PER ACRE MIN.
POTASSIUM: 85 LBS PER ACRE MIN.
SOLUBLE SALTS: 500 PPM
CLAY: 10 TO 25%
SILT: 30 TO 55%
SAND: 35 TO 60%

Bio-retention area seeding spec (Northeast Wetland Grass Seed Mix):

Seed Mixture	Variety	Percent by No. of Seeds
Creeping Bentgrass	Agrostis stolonifera	63.0
Rough Bluegrass	Poa trivialis	17.0
Meadow Foxtail	Alopecurus arundinaceus	11.0
Annual Ryegrass	Lolium multiflorum	4.5
Deertongue	Panicum clandestinum	4.5



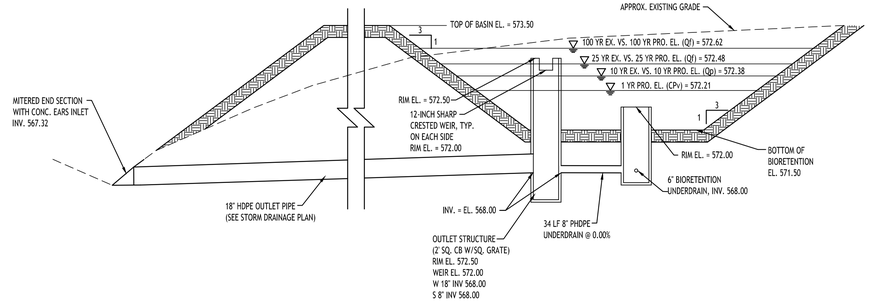
SECTION VIEW



PLAN VIEW

BIO-RETENTION BASIN #1 OUTLET STRUCTURE

NOT TO SCALE



BIO-RETENTION #1 SECTION DETAIL

NOT TO SCALE

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20 20 0 20 40Ft.

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Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

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3	Rev. Per Town Comments	10/30/2026

CHRISTOPHER WOOD
STATE OF NEW YORK
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Bio-Retention #1
Plan & Detail

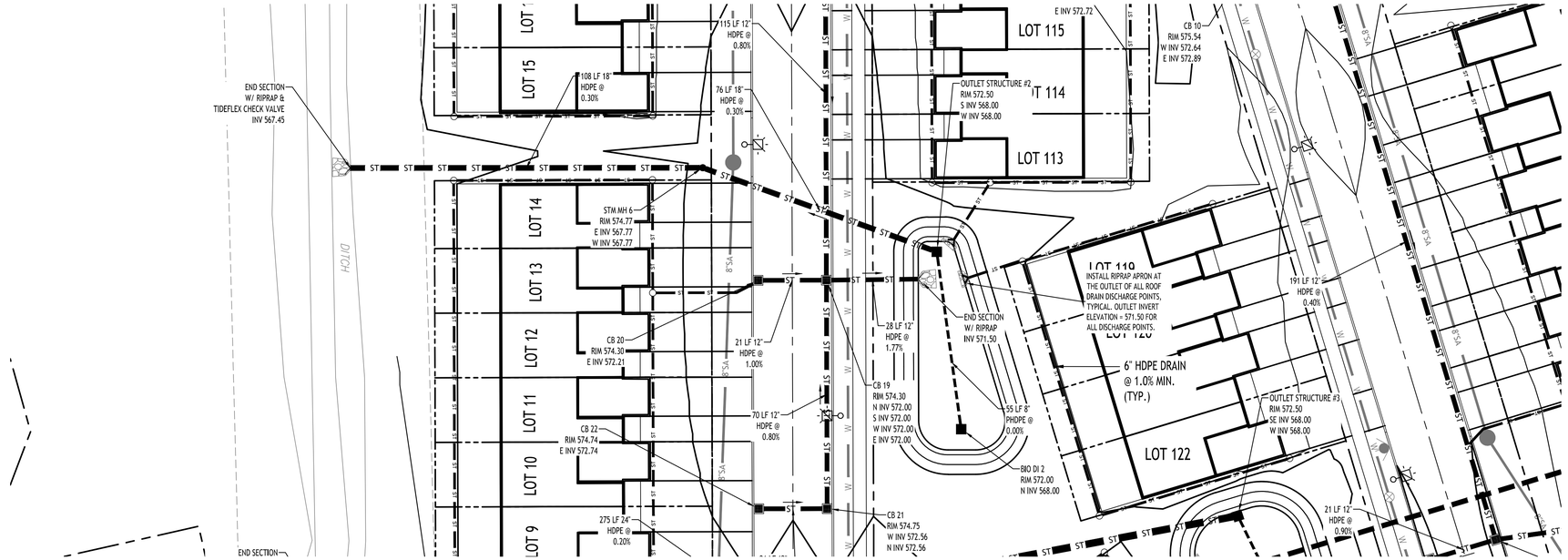
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DRAWING NO.
C-304

Project No: 25-4080

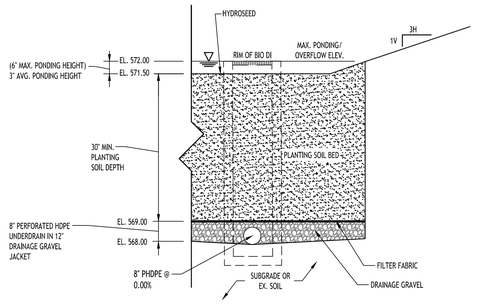
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BIO-RETENTION #2 PLAN & DETAIL

SCALE: 1"=20'



BIORETENTION AREA

NOTES:
1. FILTER FABRIC TO BE NON-WOVEN CLASS 'C', MIRAFI 180-N OR APPROVED EQUIVALENT
2. DRAINAGE GRAVEL TO MEET AASHTO M-43. NO.67, SIZE 0.25" TO 0.75"
3. CONTRACTOR TO PROVIDE PLANTING SOIL SUBMITTAL SPECIFICATION FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

NOTE: PLANTING SOIL SHALL BE LOAM/SAND MIX CONTAINING A MINIMUM OF 35 TO 60% SAND BY VOLUME AND LESS THAN 25% CLAY. SOIL SHOULD FALL WITHIN USCS TYPES SH OR ML WITH PERMEABILITY OF AT LEAST 0.5 FEET PER DAY. SOIL SHOULD BE FREE FROM STONES, STUMPS, ROOTS OR OTHER WOODY MATERIAL OVER 1" IN DIAMETER. PLACEMENT OF THE PLANTING SOIL SHOULD BE IN LIFTS OF 12" TO 18", LOOSELY COMPACTED.

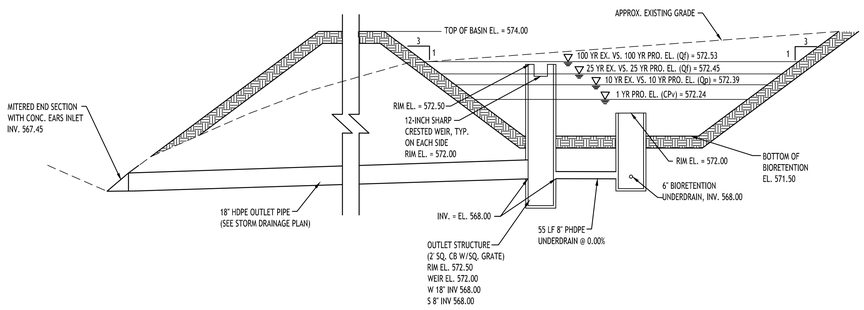
CHARACTERISTICS SHALL BE:
PH RANGE: 5.2 - 7.00
ORGANIC MATTER: 1.5 - 4.0%
MAGNESIUM: 35 LBS PER ACRE MIN.
PHOSPHORUS: 75 LBS PER ACRE MIN.
POTASSIUM: 85 LBS PER ACRE MIN.
SOLUBLE SALTS: 500 PPM
CLAY: 10 TO 25%
SILT: 30 TO 55%
SAND: 35 TO 60%

Bio-retention area seeding spec (Northeast Wetland Grass Seed Mix):

Seed Mixture	Variety	Percent by No. of Seeds
Creeping Bentgrass	Agrostis stolonifera	63.0
Rough Bluegrass	Poa trivialis	17.0
Meadow Foxtail	Alopecurus arundinaceus	11.0
Annual Ryegrass	Lolium multiflorum	4.5
Deertongue	Panicum clandestinum	4.5

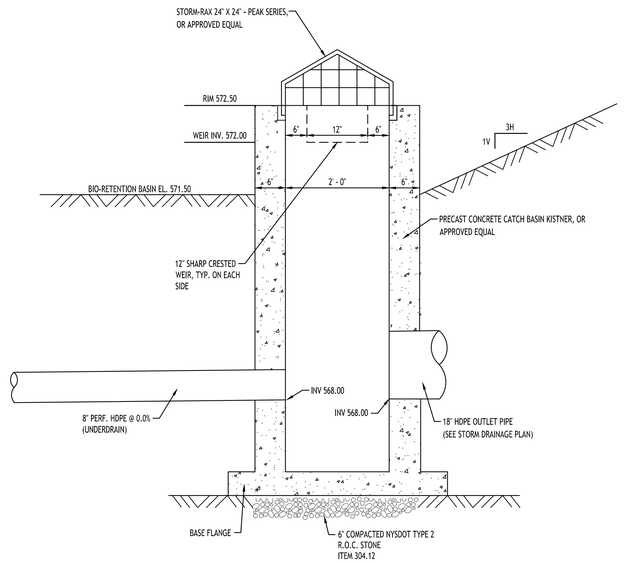
BIORETENTION AREA #1 - #4 - TYPICAL SECTION

NOT TO SCALE

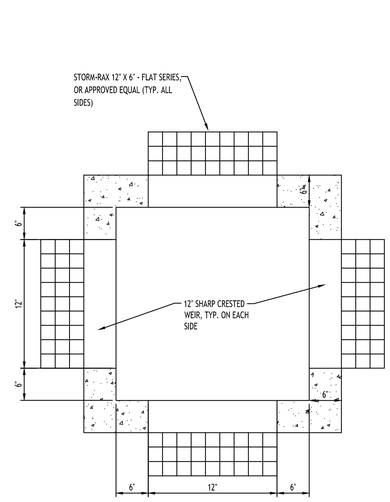


BIO-RETENTION #2 SECTION DETAIL

NOT TO SCALE



SECTION VIEW



PLAN VIEW

BIO-RETENTION BASIN #2 OUTLET STRUCTURE

NOT TO SCALE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK * R. CHRISTOPHER WOOD * LICENSED PROFESSIONAL ENGINEER * 076994

Sealed 10/29/2026

DRAWING NAME:
Bio-Retention #2 Plan & Detail

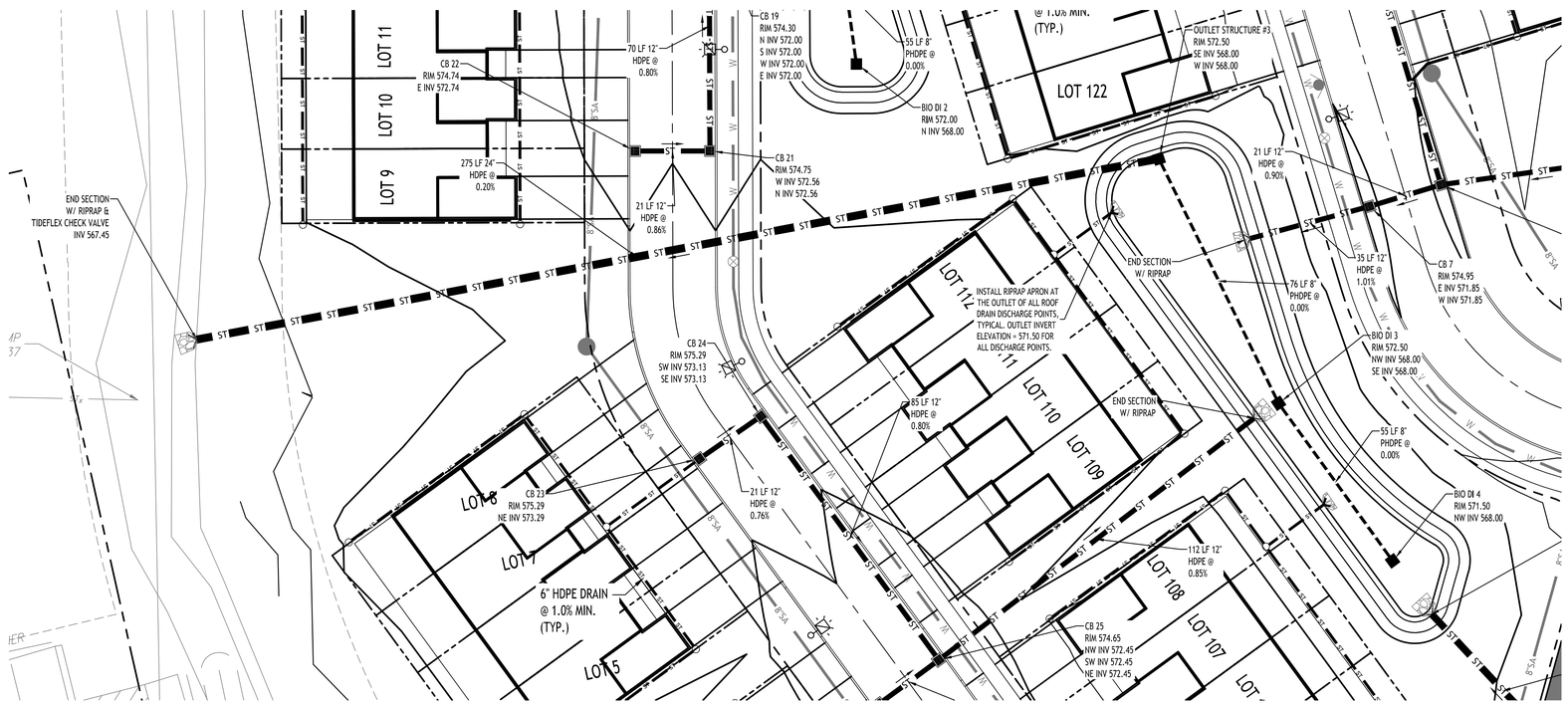
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-305

Project No: 25-4080

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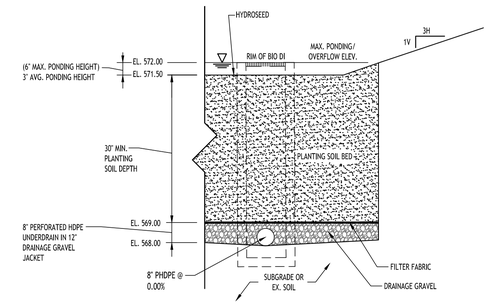
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N

BIO-RETENTION #3 PLAN & DETAIL

SCALE: 1"=20'



BIORETENTION AREA

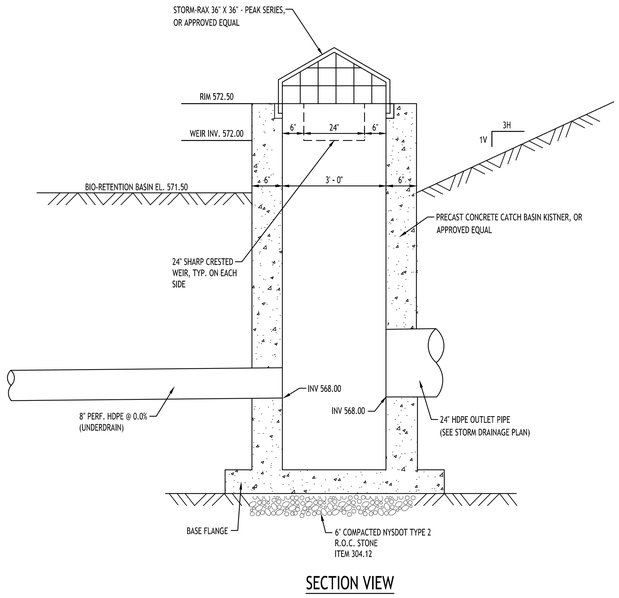
NOTES:
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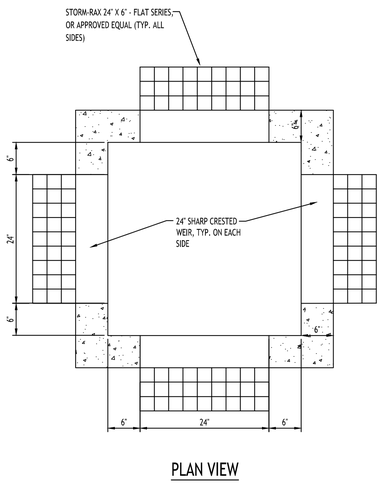
CHARACTERISTICS SHALL BE:
PH RANGE: 5.2 - 7.00
ORGANIC MATTER: 1.5 - 4.0%
MAGNESIUM: 35 LBS PER ACRE MIN.
PHOSPHORUS: 75 LBS PER ACRE MIN.
POTASSIUM: 85 LBS PER ACRE MIN.
SOLUBLE SALTS: 500 PPM
CLAY: 10 TO 25%
SILT: 30 TO 55%
SAND: 35 TO 60%

Bio-retention area seeding spec (Northeast Wetland Grass Seed Mix):

Seed Mixture	Variety	Percent by No. of Seeds
Creeping Bentgrass	Agrostis stolonifera	63.0
Rough Bluegrass	Poa trivialis	17.0
Meadow Foxtail	Alopecurus arundinaceus	11.0
Annual Ryegrass	Lolium multiflorum	4.5
Deertongue	Panicum clandestinum	4.5



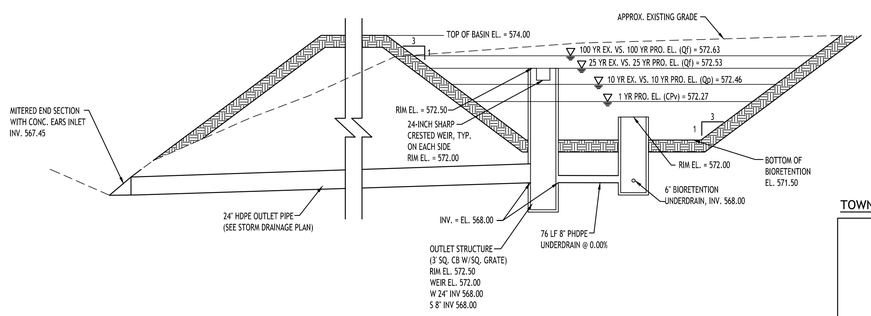
SECTION VIEW



PLAN VIEW

BIO-RETENTION BASIN #3 OUTLET STRUCTURE

NOT TO SCALE



BIO-RETENTION #3 SECTION DETAIL

NOT TO SCALE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40FT.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
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REVISIONS:

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STATE OF NEW YORK * CHRISTOPHER WOOD * 076394 LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Bio-Retention #3 Plan & Detail

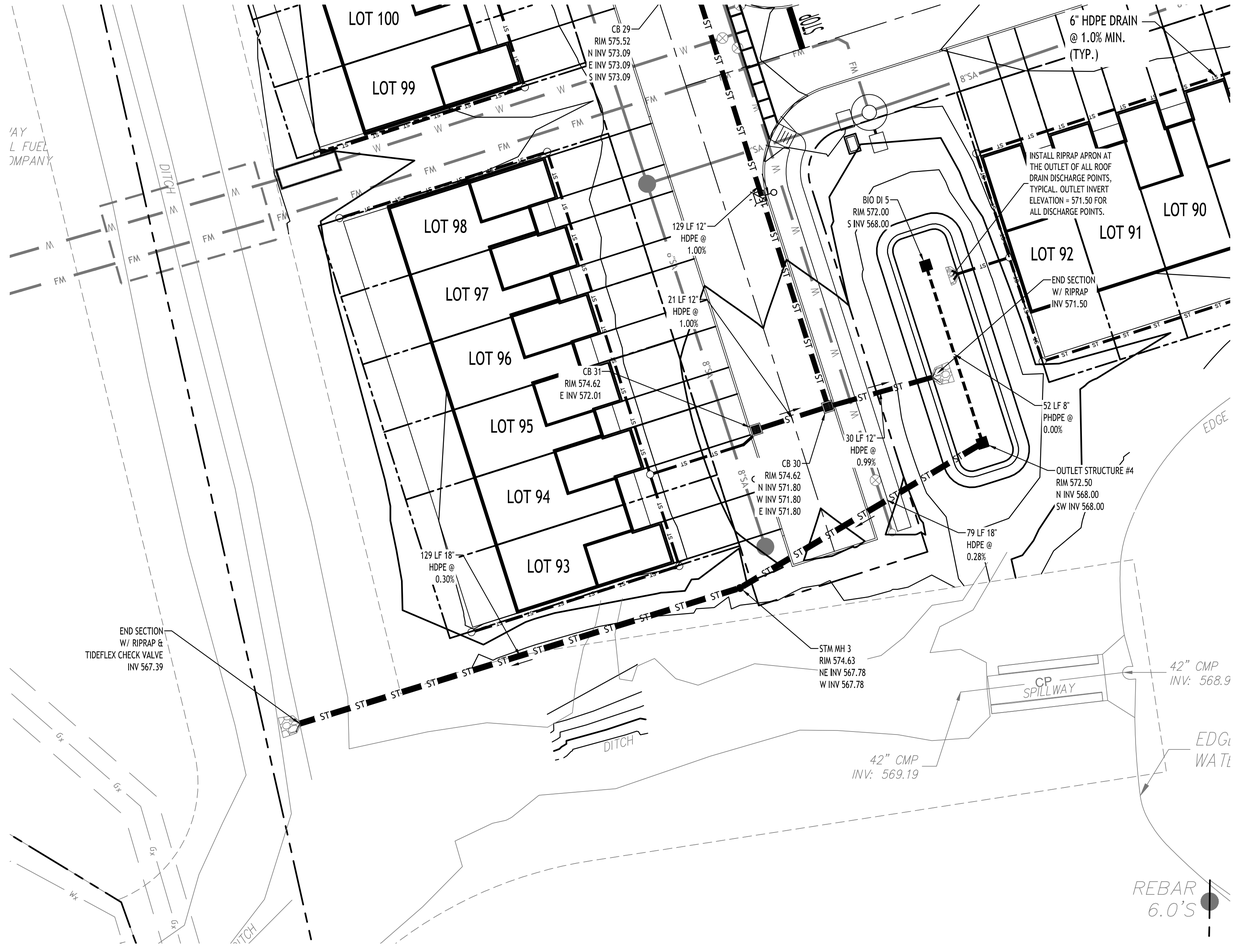
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-306

Project No: 25-4080

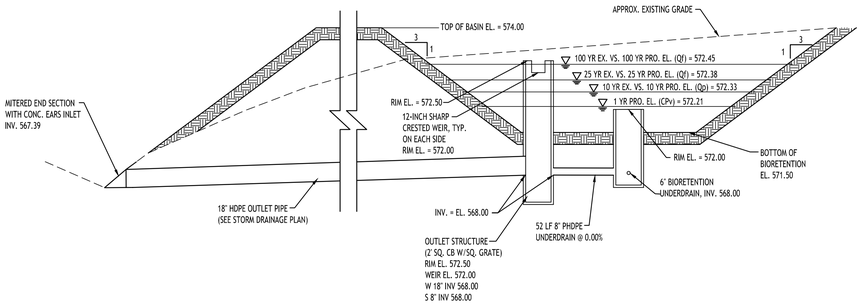
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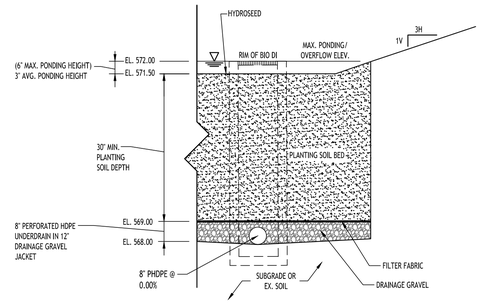
BIO-RETENTION #4 PLAN & DETAIL

SCALE: 1"=20'



BIO-RETENTION #4 SECTION DETAIL

NOT TO SCALE



BIORETENTION AREA

BIORETENTION AREA #1 - #4 - TYPICAL SECTION

NOT TO SCALE

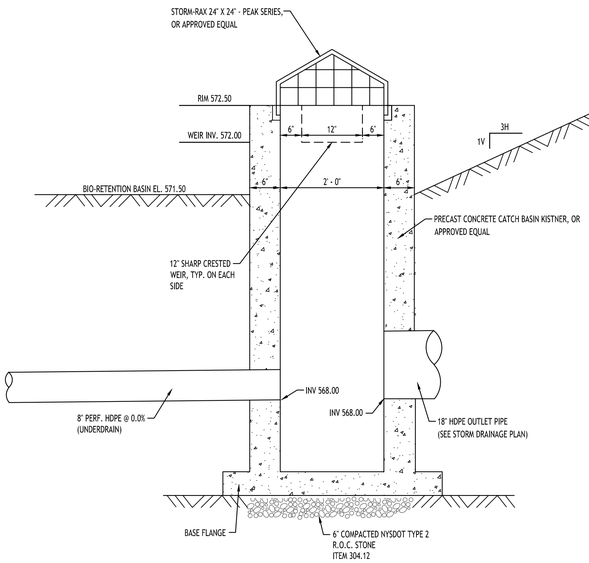
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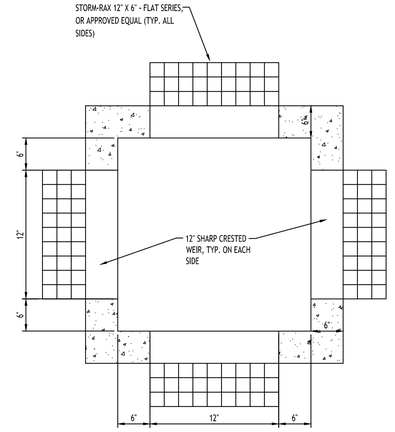
CHARACTERISTICS SHALL BE:
PH RANGE: 5.2 - 7.00
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MAGNESIUM: 35 LBS PER ACRE MIN.
PHOSPHORUS: 75 LBS PER ACRE MIN.
POTASSIUM: 85 LBS PER ACRE MIN.
SOLUBLE SALTS: 500 PPM
CLAY: 10 TO 25%
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Bio-retention area seeding spec (Northeast Wetland Grass Seed Mix):

Seed Mixture	Variety	Percent by No. of Seeds
Creeping Bentgrass	Agrostis stolonifera	63.0
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Meadow Foxtail	Alopecurus arundinaceus	11.0
Annual Ryegrass	Lolium multiflorum	4.5
Deertongue	Panicum clandestinum	4.5



SECTION VIEW



PLAN VIEW

BIO-RETENTION BASIN #4 OUTLET STRUCTURE

NOT TO SCALE

TOWN OF AMHERST APPROVAL BOX:

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

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STATE OF NEW YORK
CHRISTOPHER WOOD
LICENSED PROFESSIONAL ENGINEER
076394

Sealed 10/29/2026

DRAWING NAME:
Bio-Retention #4 Plan & Detail

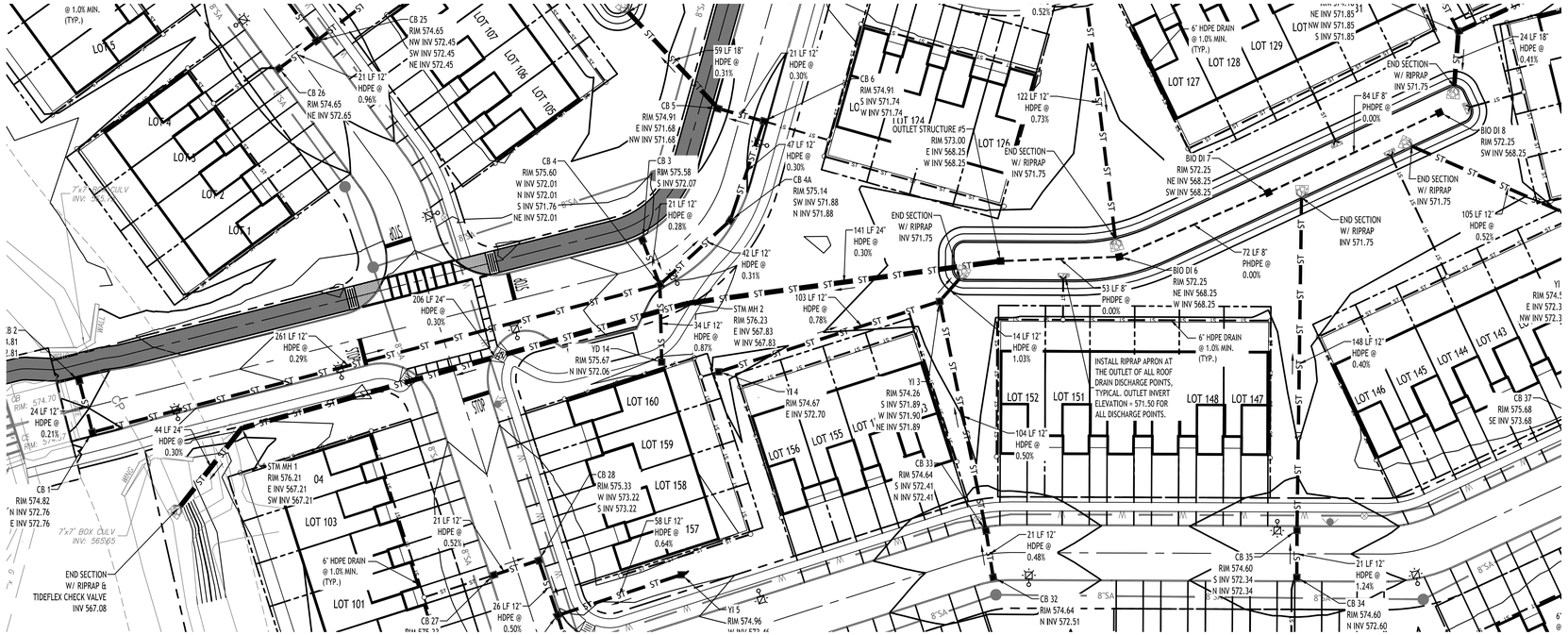
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-307

Project No: 25-4080

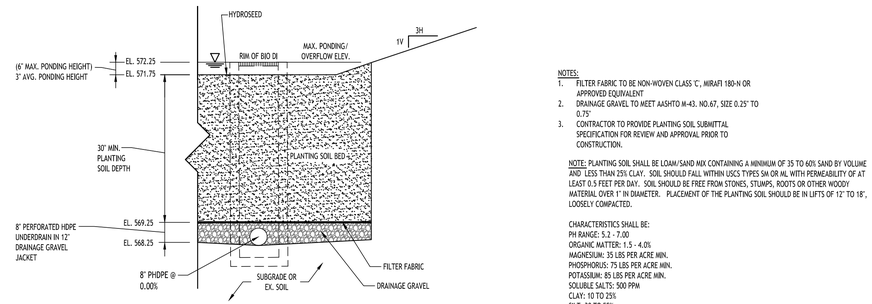
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BIO-RETENTION #5 PLAN & DETAIL

SCALE: 1"=30'



BIORETENTION AREA

BIORETENTION AREA #5 - TYPICAL SECTION

NOT TO SCALE

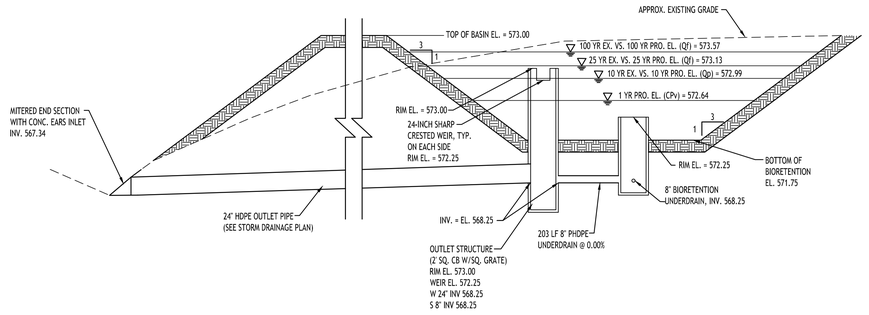
NOTES:
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CHARACTERISTICS SHALL BE:
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PHOSPHORUS: 75 LBS PER ACRE MIN.
POTASSIUM: 85 LBS PER ACRE MIN.
SOLUBLE SALTS: 500 PPM
CLAY: 10 TO 25%
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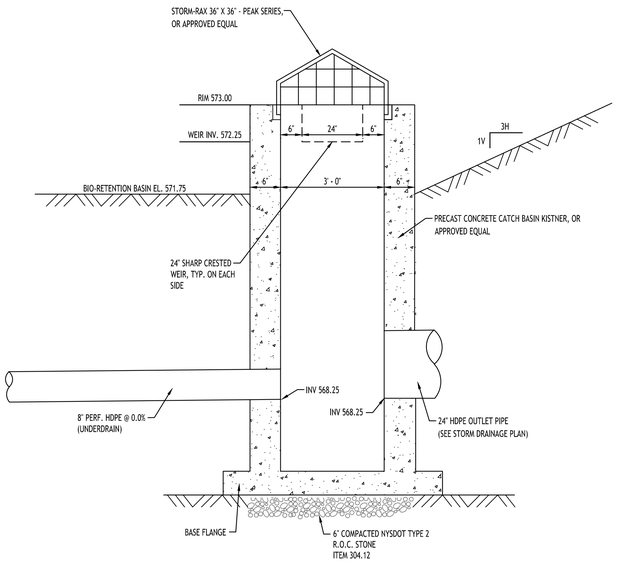
Bio-retention area seeding spec (Northeast Wetland Grass Seed Mix):

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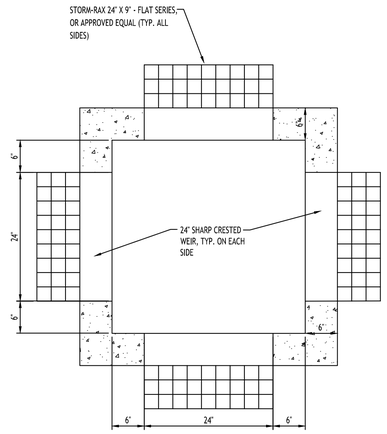


BIO-RETENTION #5 SECTION DETAIL

NOT TO SCALE



SECTION VIEW



PLAN VIEW

BIO-RETENTION BASIN #5 OUTLET STRUCTURE

NOT TO SCALE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

TOWN OF AMHERST APPROVAL BOX:

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STATE OF NEW YORK * CHRISTOPHER WOOD * LICENSED PROFESSIONAL ENGINEER * 076994

Sealed 10/29/2026

DRAWING NAME:
Bio-Retention #5 Plan & Detail

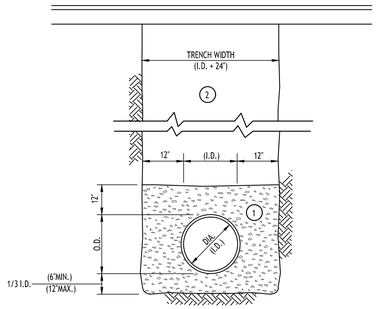
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Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-308

Project No: 25-4080

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NOTES:

A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

B. TRENCHING OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING.

C. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.

D. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYSDOT 1985 EDITION)

(1) NO. 1 CRUSHED STONE OR CRUSHED GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE MATERIAL SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN ONE INCH AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

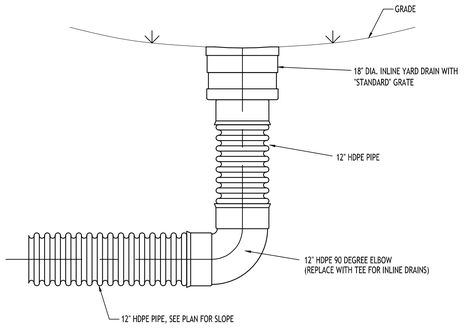
NO SLAG SHALL BE ALLOWED FOR MATERIAL (1)

(2) TYPE 2 CRUSHED STONE OR CRUSHED GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 2. THE MATERIAL SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN TWO INCHES AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NO SLAG SHALL BE ALLOWED FOR MATERIAL (2)

STORM SEWER TRENCH SECTION IN PAVED AREAS

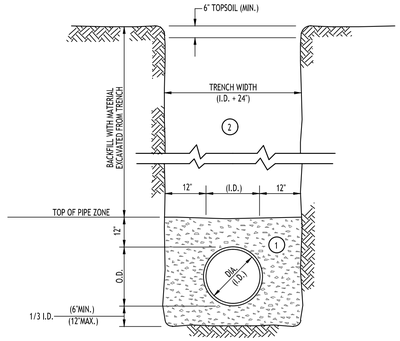
NOT TO SCALE



NOTE:
SEE TYPICAL TRENCH SECTION FOR BEDDING REQUIREMENTS

TYPICAL YARD INLET DETAIL

NOT TO SCALE



NOTES:

A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

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MATERIALS

PIPE BEDDING MATERIAL (NYSDOT 1985 EDITION)

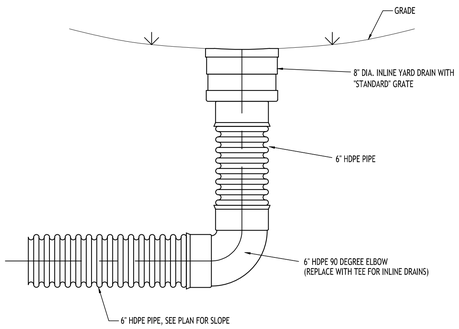
(1) NO. 1 CRUSHED STONE OR CRUSHED GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE MATERIAL SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN ONE INCH AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NO SLAG SHALL BE ALLOWED FOR MATERIAL (1)

(2) BACKFILL MATERIAL SHALL BE NATIVE SOIL CONTAINING NO UNSUITABLE MATERIAL COMPACTED IN 6" LIFTS.

STORM SEWER TRENCH SECTION IN UNPAVED AREAS

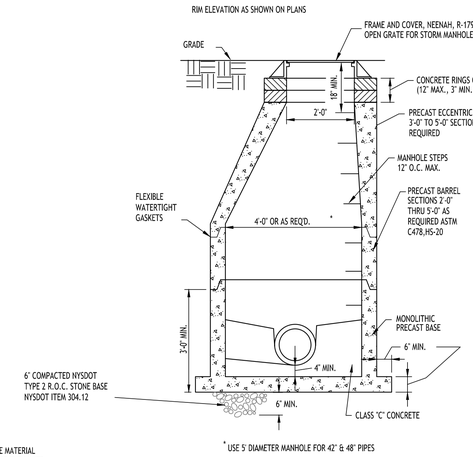
NOT TO SCALE



NOTE:
SEE TYPICAL TRENCH SECTION FOR BEDDING REQUIREMENTS

TYPICAL YARD DRAIN DETAIL

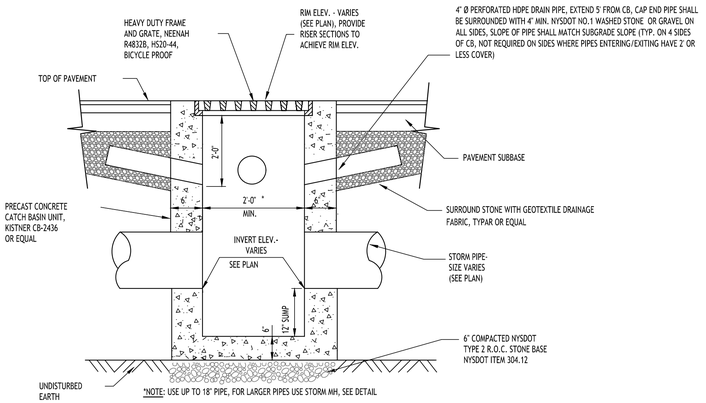
NOT TO SCALE



* USE 5' DIAMETER MANHOLE FOR 42" & 48" PIPES

TYPICAL STORM MANHOLE DETAIL

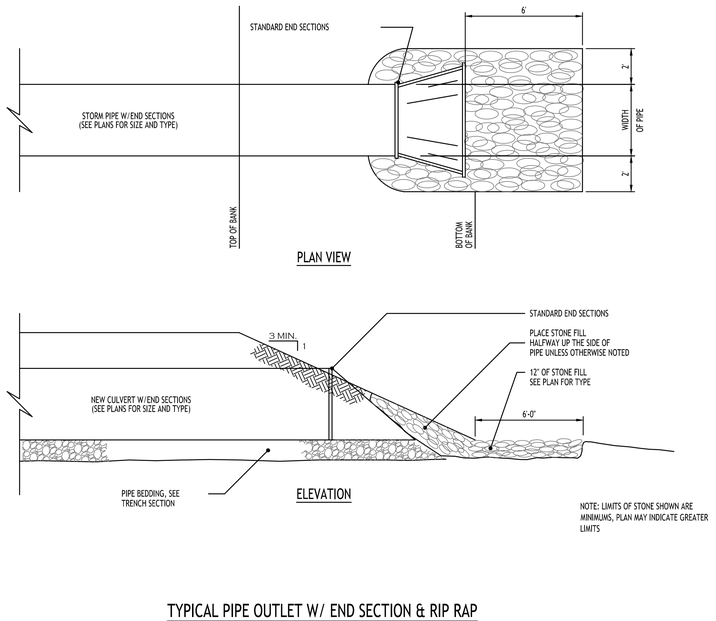
NOT TO SCALE



*NOTE: USE UP TO 18" PIPE, FOR LARGER PIPES USE STORM MH, SEE DETAIL

TYPICAL PRECAST CATCH BASIN

NOT TO SCALE



NOTE: LIMITS OF STONE SHOWN ARE MINIMUMS, PLAN MAY INDICATE GREATER LIMITS

TYPICAL PIPE OUTLET W/ END SECTION & RIP RAP

NOT TO SCALE

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
R. CHRISTOPHER WOOD
076984
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Storm
Drainage Details

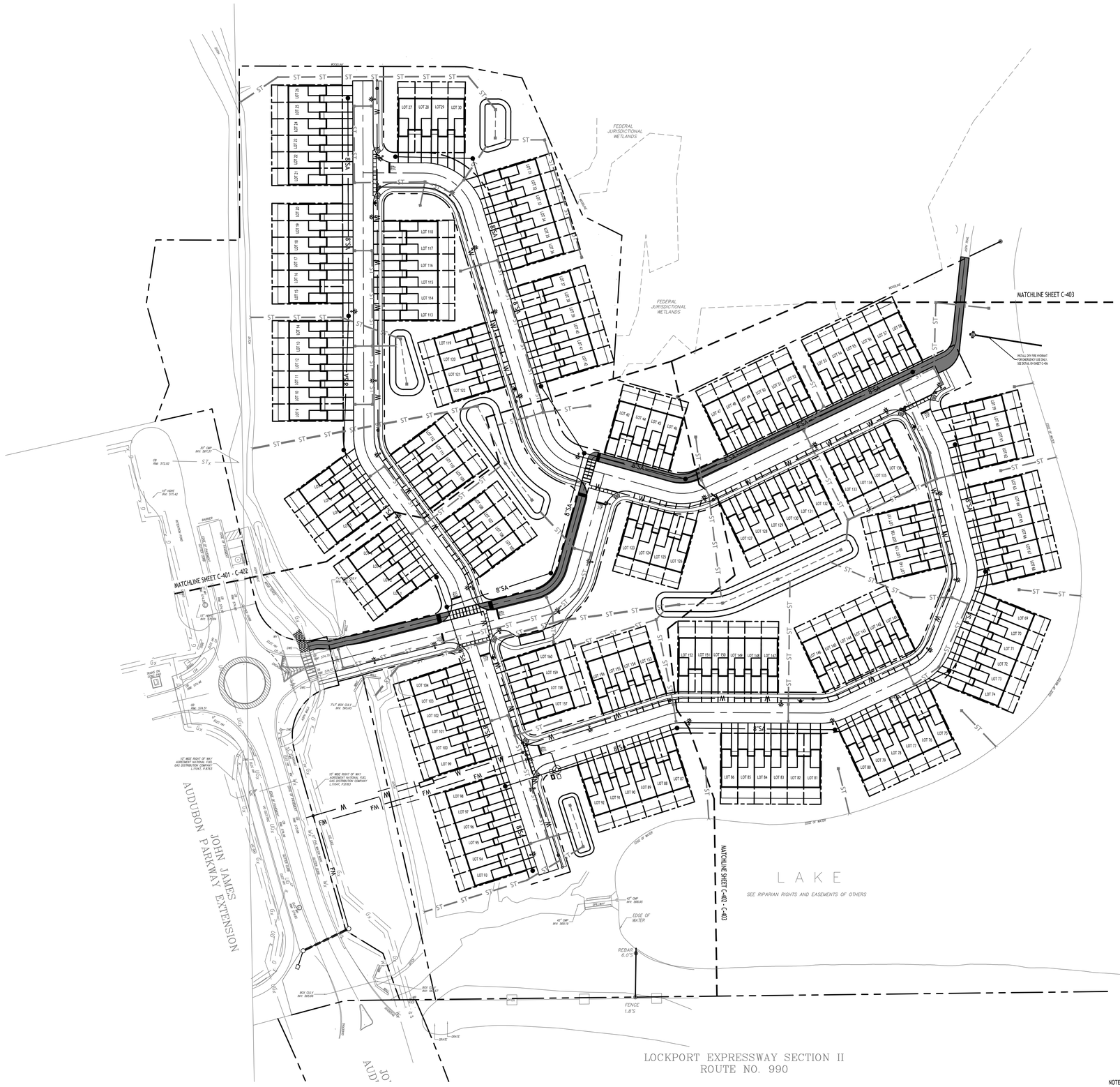
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-309

Project No: 25-4080

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UTILITY NOTES:

1. ALL SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE TOWN OF AMHERST SPECIFICATIONS AND DETAILS, AND ERIE COUNTY DEPARTMENT OF HEALTH RULES AND REGULATIONS.
2. PRIOR STARTING ANY WORK ASSOCIATED WITH OR NEAR EXISTING SANITARY MANHOLES, THE CONTRACTOR SHALL MEET WITH THE TOWN OF AMHERST TO DISCUSS AND AGREE TO THE WORK.
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5. ALL OTHER REQUIRED PERMITS BY THE STATE OF NEW YORK, COUNTY OF ERIE AND TOWN OF AMHERST ARE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER.
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7. COORDINATE LOCATION OF CTV & TELEPHONE SERVICE TO BUILDINGS WITH M.E.P. PLANS AND UTILITY CO.'S.
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9. ALL TOWNHOMES WILL HAVE A SPRINKLER SYSTEM

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	
PROPOSED GATE VALVE	GV

NOTE: FOR PROPOSED VALVE BOXES, CLEANOUTS, ETC., INSTALL A 3,000 PSI CONCRETE COLLAR AROUND THE ITEM AT GRADE. THE COLLAR SHALL BE A MINIMUM OF 6" WIDER, ON ALL SIDES, THAN THE BOX, CLEANOUT, ETC. THE COLLAR SHALL BE A MINIMUM OF 6" THICK.

TOWN OF AMHERST APPROVAL BOX:

N

Overall Utility Plan

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:		
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STATE OF NEW YORK
CHRISTOPHER WOOD
LICENSED PROFESSIONAL ENGINEER
076394

Sealed 10/29/2026

DRAWING NAME:

Overall Utility Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.

C-400

Project No: 25-4080

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Enlarged Utility Plan

SCALE: 1"=30'

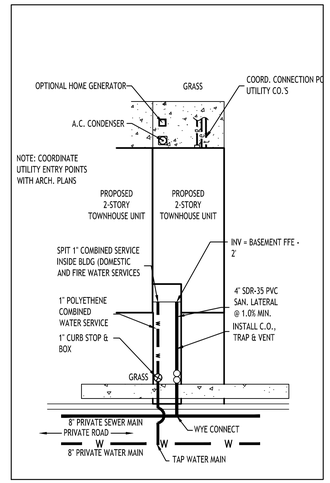
NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	
PROPOSED GATE VALVE	GV

NOTE: FOR PROPOSED VALVE BOXES, CLEANOUTS, ETC., INSTALL A 3,000 PSI CONCRETE COLLAR AROUND THE ITEM AT GRADE. THE COLLAR SHALL BE A MINIMUM OF 6' WIDER, ON ALL SIDES, THAN THE BOX, CLEANOUT, ETC. THE COLLAR SHALL BE A MINIMUM OF 6' THICK.



TYP. TOWNHOUSE UTILITY LAYOUT

SCALE: 1"=20'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 20 0 20 40Ft.

UTILITY NOTES:

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TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

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Amherst, New York

REVISIONS:

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STATE OF NEW YORK * CHRISTOPHER R WOOD * LICENSED PROFESSIONAL ENGINEER 076394

Sealed 10/29/2026

DRAWING NAME:

Enlarged Utility Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

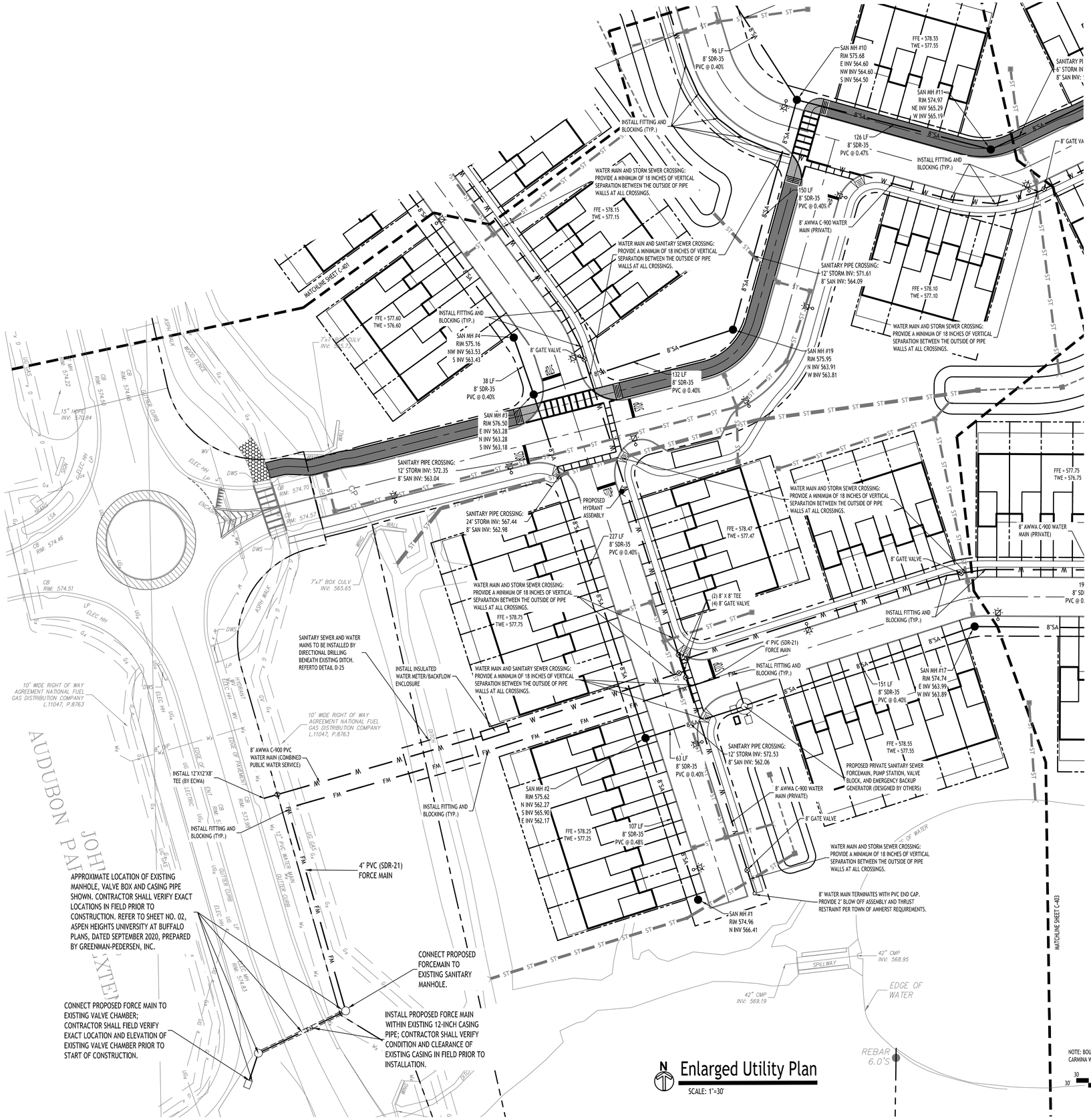
DRAWING NO.

C-401

Project No: 25-4080

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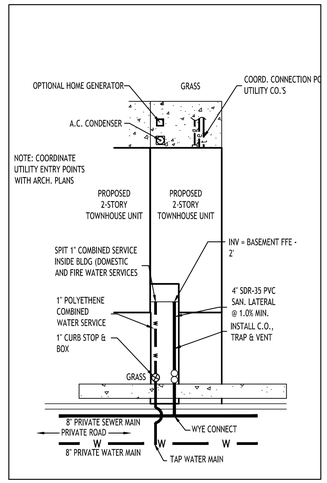


Enlarged Utility Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.



TYP. TOWNHOUSE UTILITY LAYOUT

SCALE: 1"=20'

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20' 20 0 20 40Ft.

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
PROPOSED YARD DRAIN OR INLET	YD OR YI
PROPOSED MANHOLE	MH
PROPOSED HYDRANT ASSEMBLY	
PROPOSED GATE VALVE	GV

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TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

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STATE OF NEW YORK
R. CHRISTOPHER WOOD
076994
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:

Enlarged Utility Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

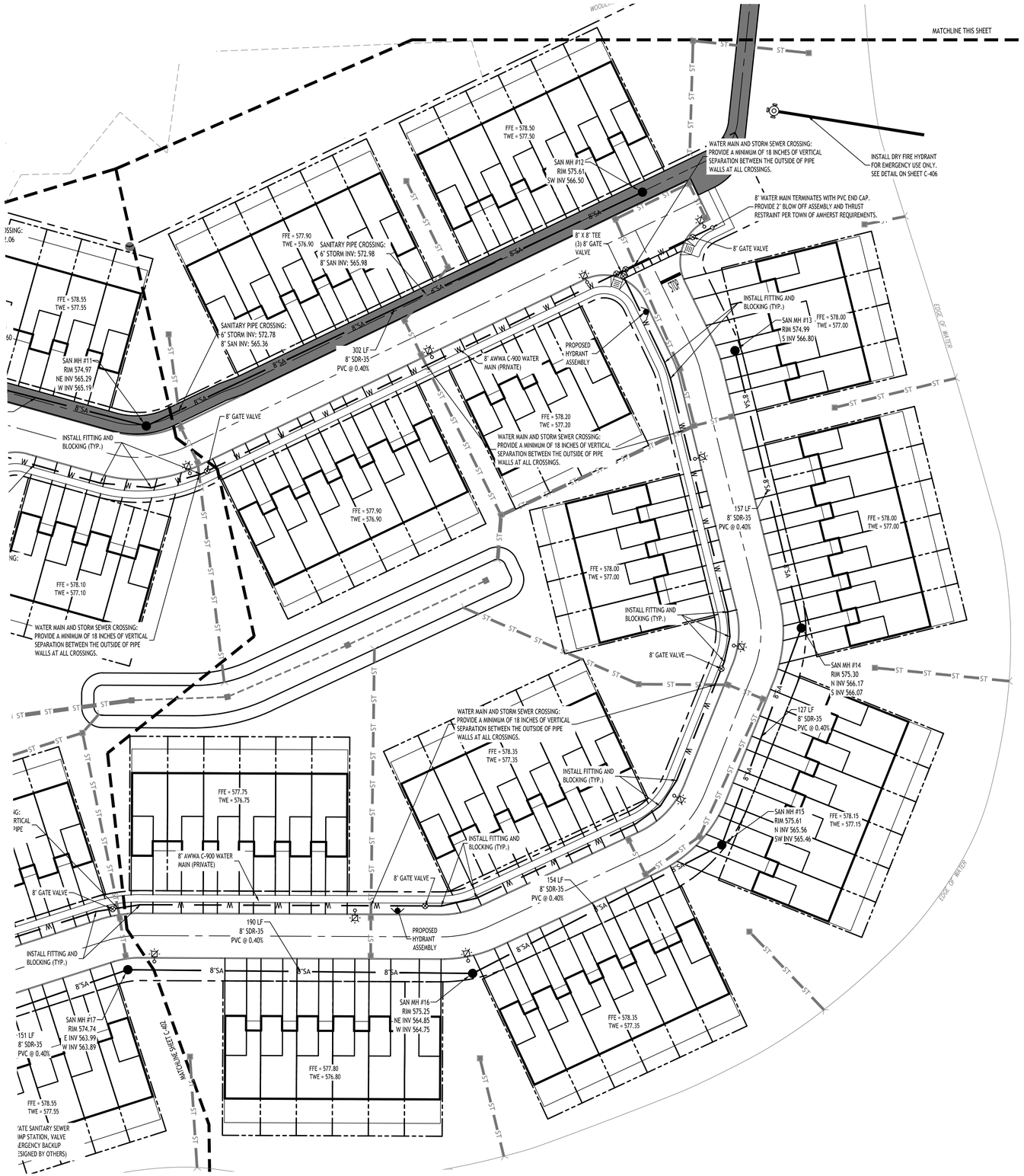
DRAWING NO.

C-402

Project No: 25-4080

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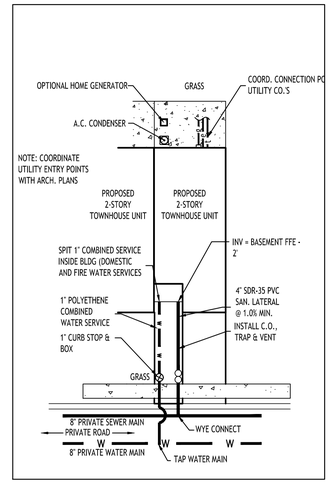


Enlarged Utility Plan

SCALE: 1"=30'

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TYP. TOWNHOUSE UTILITY LAYOUT

SCALE: 1"=20'

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20' 20 0 20 40Ft.

PROPOSED UTILITY LEGEND

PROPOSED STORM SEWER	ST
PROPOSED SANITARY SEWER	8" SA
PROPOSED WATERLINE	8" W
PROPOSED CATCH BASIN	CB
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30' 30 0 30 60Ft.

TOWN OF AMHERST APPROVAL BOX:

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STATE OF NEW YORK * CHRISTOPHER R WOOD * LICENSED PROFESSIONAL ENGINEER 076394

Sealed 10/29/2026

DRAWING NAME:

Enlarged Utility Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

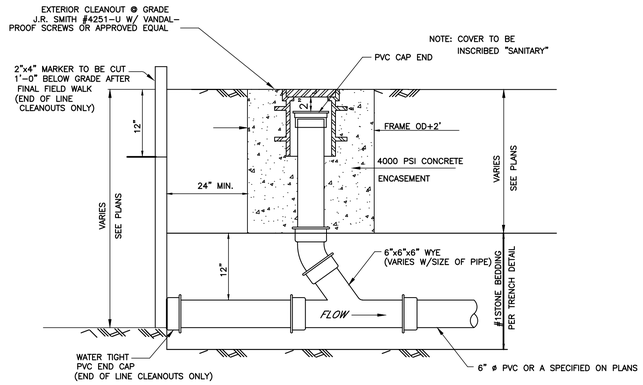
DRAWING NO.

C-403

Project No: 25-4080

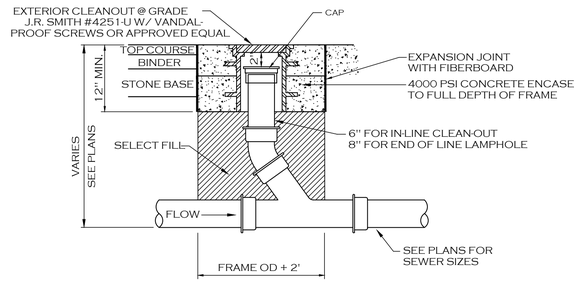
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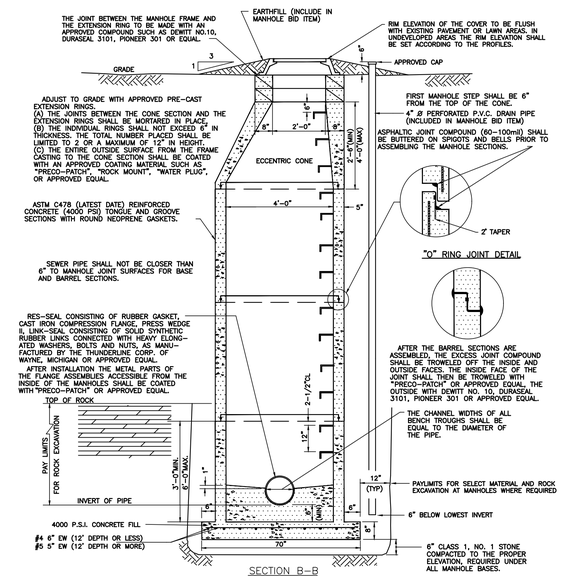
LAMPHOLE/CLEANOUT IN LAWN/FIELD AREAS

NOT TO SCALE

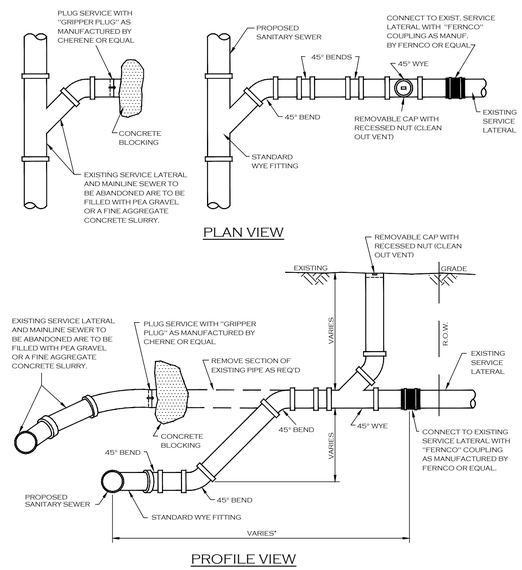


Lamphole/Cleanout in Pavement/Sidewalk

NOT TO SCALE

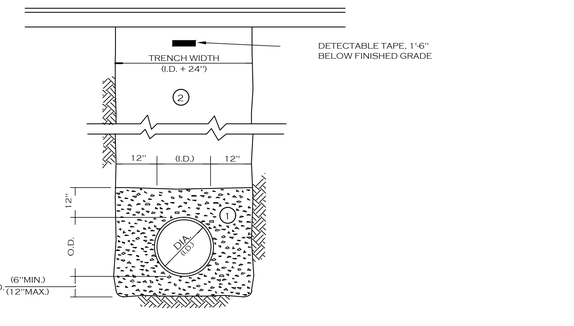


MONOLITHIC, PRECAST BASE, MANHOLES
4'-0" MANHOLE BASE FOR 16"Ø SEWERS OR LESS



*NOTE: THE CONTRACTOR SHALL CONNECT TO THE FIRST GOOD STRUCTURALLY SOUND SECTION OF PIPE ON THE EXISTING SERVICE LATERAL AS DETERMINED IN THE FIELD DURING CONSTRUCTION.

TYPICAL HOUSE CONNECTION/ABANDONMENT DETAIL



NOTES:

A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

B. TRENCHING OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING.

C. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.

D. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYSDOT 1985 EDITION)

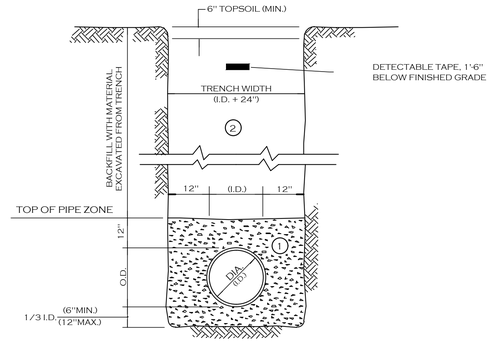
(1) NO. 1 CRUSHED STONE OR CRUSHED GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE MATERIAL SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN ONE INCH AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NO SLAG SHALL BE ALLOWED FOR MATERIAL (1)

(2) TYPE 2 CRUSHED STONE OR CRUSHED GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 2. THE MATERAIL SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN TWO INCHES AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NO SLAG SHALL BE ALLOWED FOR MATERIAL (2)

UTILITY TRENCH SECTION
IN PAVED AREAS



NOTES:

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MATERIALS

PIPE BEDDING MATERIAL (NYSDOT 1985 EDITION)

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NO SLAG SHALL BE ALLOWED FOR MATERIAL (1)

(2) BACKFILL MATERIAL SHALL BE NATIVE SOIL CONTAINING NO UNSUITABLE MATERIAL COMPACTED IN 6" LIFTS.

UTILITY TRENCH SECTION
IN UNPAVED AREAS

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STATE OF NEW YORK
CHRISTOPHER WOOD
076994
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:

Sanitary Sewer Details

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.

C-404

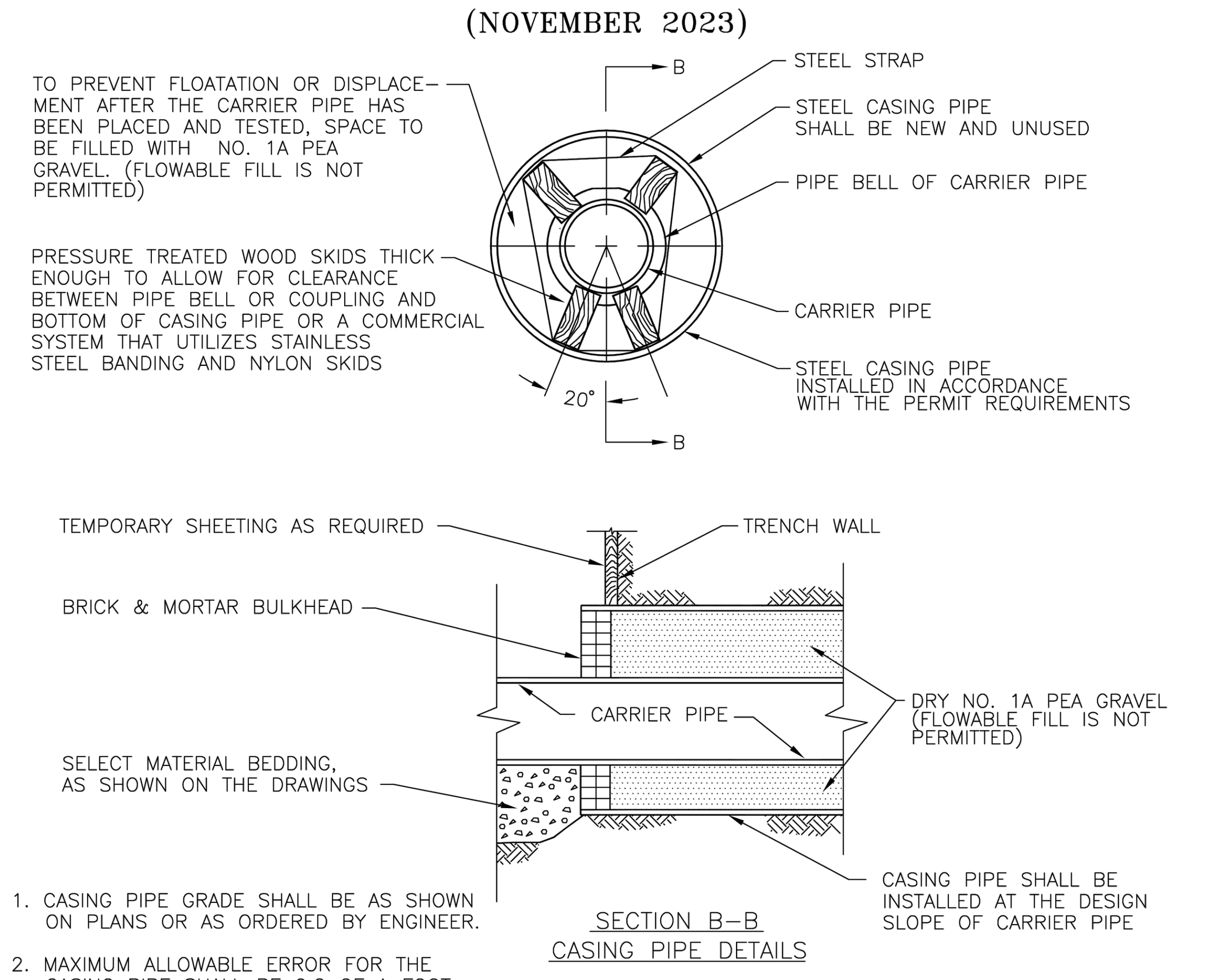
Project No: 25-4080

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ROAD CROSSING BY JACKING AND BORING METHOD 6" DIA. TO 24" DIA. CARRIER PIPE

(NOVEMBER 2023)



1. CASING PIPE GRADE SHALL BE AS SHOWN ON PLANS OR AS ORDERED BY ENGINEER.
2. MAXIMUM ALLOWABLE ERROR FOR THE CASING PIPE SHALL BE 0.2 OF A FOOT ABOVE OR BELOW THE DESIGN GRADE.
3. THE MAXIMUM ALLOWABLE ERROR ON THE HORIZONTAL ALIGNMENT OF THE CASING PIPE SHALL NOT EXCEED 4" OFF THE DESIGNED CENTERLINE OF IMPROVEMENT.
4. JACKING AND RECEIVING PIT, TEMPORARY SHEETING AND SHORING SHALL BE DESIGNED BY A N.Y.S. LICENSED ENGINEER RETAINED BY THE CONTRACTOR.
5. ANY ERROR IN GRADE AND/OR ALIGNMENT WHICH EXCEED THE NOTED ALLOWABLES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

SCHEDULE FOR DIAMETER AND THICKNESS OF CASING PIPE

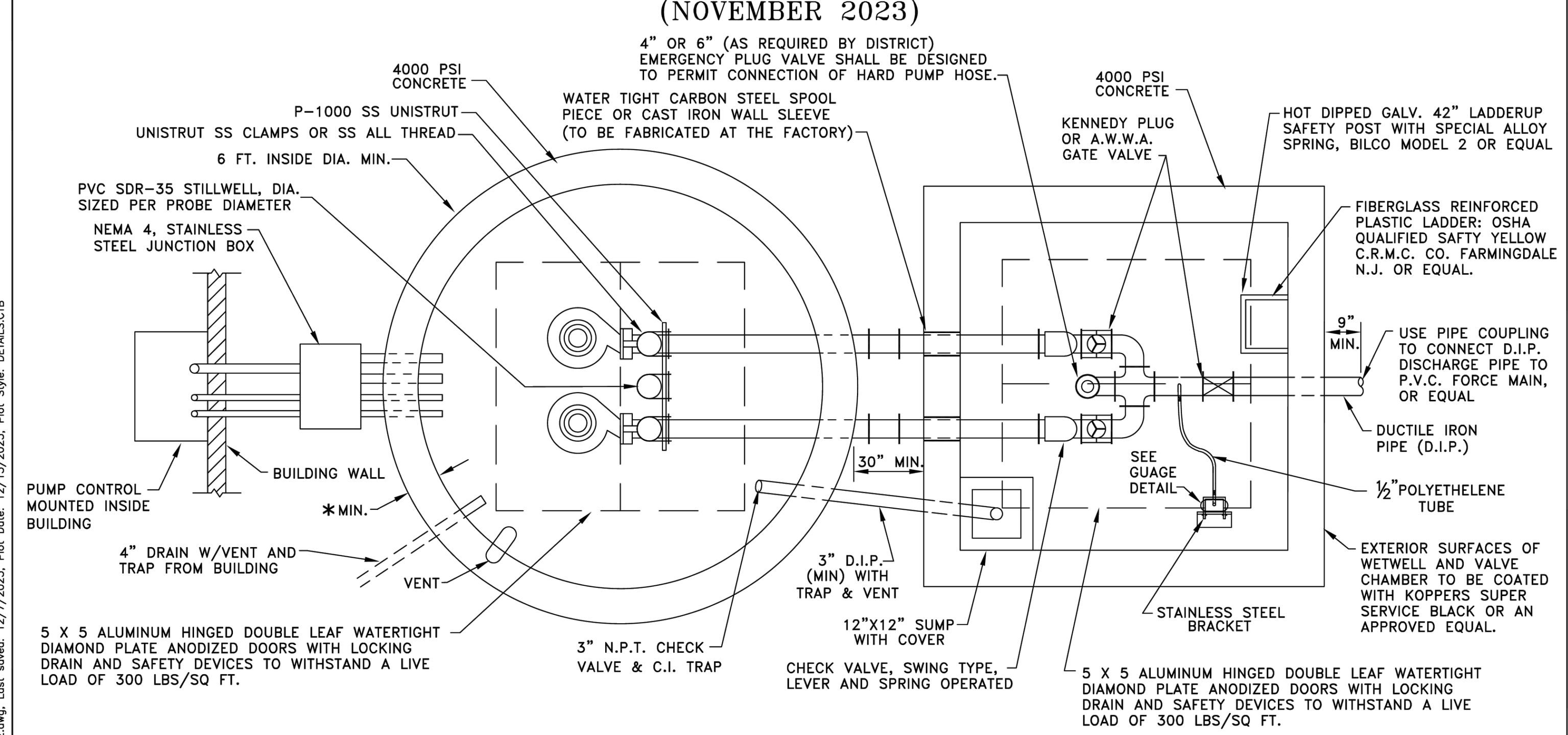
CARRIER PIPE DIAMETER	CASING PIPE DIAMETER	CASING PIPE THICKNESS
6"	18"	0.375
8"	20"	0.375
10"	24"	0.375
12"	26"	0.375
15"	30"	0.375
18"	36"	0.500
21"	42"	0.500
24"	48"	0.500

File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–25.dwg, Last saved: 12/6/2023, Plot Date: 12/12/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	Rev. 1 2/7/94	ADDED #1A PEA GRAVEL	STD.DETAIL 25
	Rev. 2 7/14/99	CHANGED THE SLOPE AND SIZE REQUIREMENTS FOR THE CASING PIPE	
	Rev. 3 12/01	ADDED 4 TH SKID AND ADDED ALT. CHOICE OF COMMERCIAL TYPE SKID	
	File: D–25	Date: 3/1/91	

WETWELL–VALVE CHAMBER/TOP VIEW

(NOVEMBER 2023)



NOTES:

JUNCTION BOX TO CONTAIN COMPRESSION TYPE TERMINAL STRIPS MOUNTED ON BACK PANEL. ALL CONDUCTORS AND TERMINALS TO BE PERMANENTLY MARKED. SPARE WIRE TO BE TERMINATED, 3 MOTOR LEADS & 4 CONTROL LEADS.

ALL PIPE FLANGES MUST EXTEND A MINIMUM OF 6" INSIDE VALVE CHAMBER.

ALL PIPING IN WETWELL AND VALVE PIT SHALL BE DUCTILE IRON MECHANICAL JOINT.

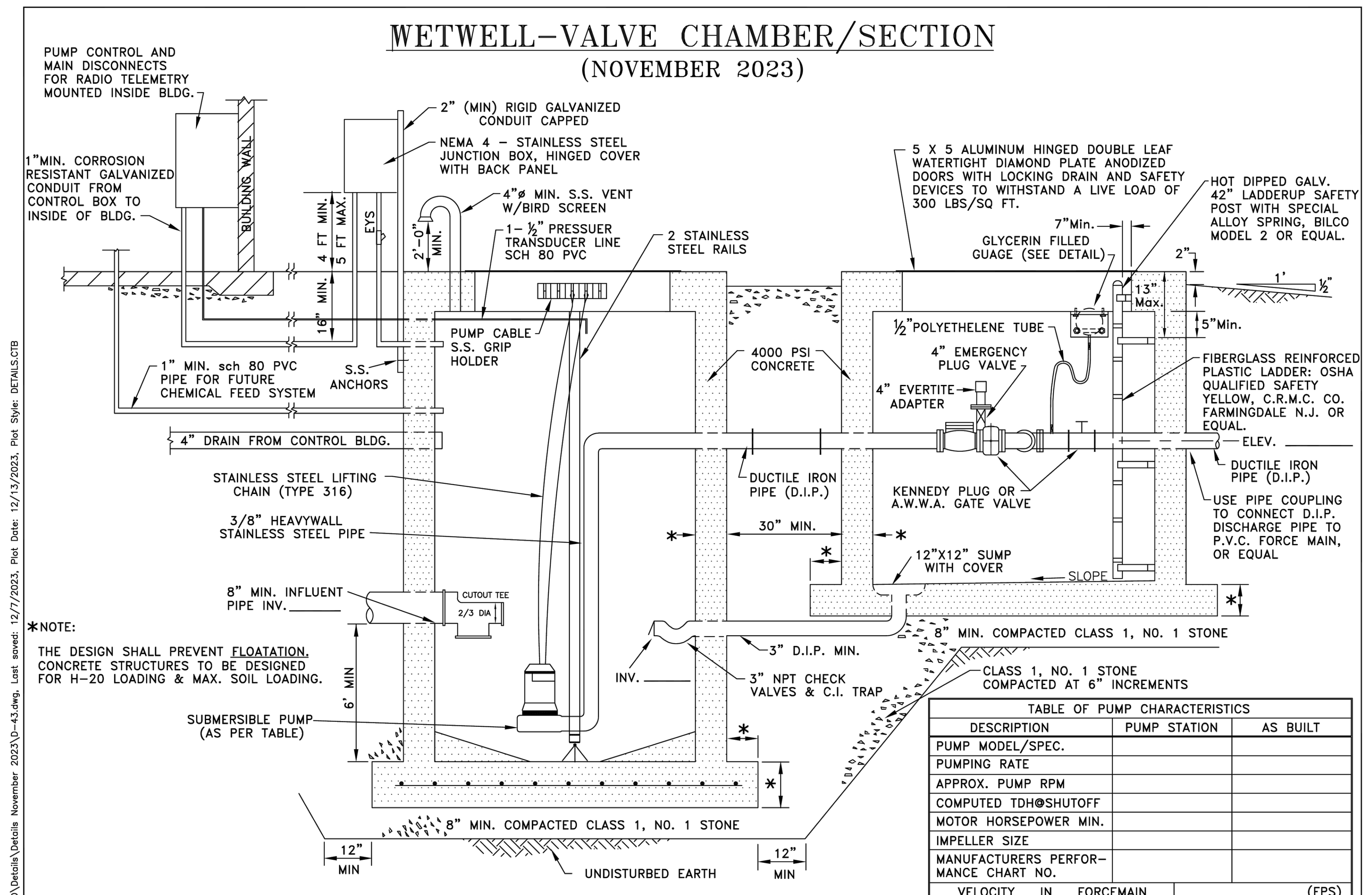
CORBIN PADLOCK TO BE PROVIDED PER ERIE COUNTY SEWER DISTRICT KEYING REQUIREMENTS.

File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–42.dwg, Last saved: 12/7/2023, Plot Date: 12/13/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	REV 02/94	REMOVED CONTROL PANEL NOTE AND CHANGED GUAGE LOCATION	STD. DETAIL 42
	REV 12/96	REVISED NOTES	
	REV 01/12	ADDED WALL SLEEVE NOTE TO CHAMBER	
	REV 08/18	ADDED STILLWELL	
	File: D–42	Date: 4/15/93	

WETWELL–VALVE CHAMBER/SECTION

(NOVEMBER 2023)



*NOTE:

THE DESIGN SHALL PREVENT FLOATATION. CONCRETE STRUCTURES TO BE DESIGNED FOR H–20 LOADING & MAX. SOIL LOADING.

TABLE OF PUMP CHARACTERISTICS

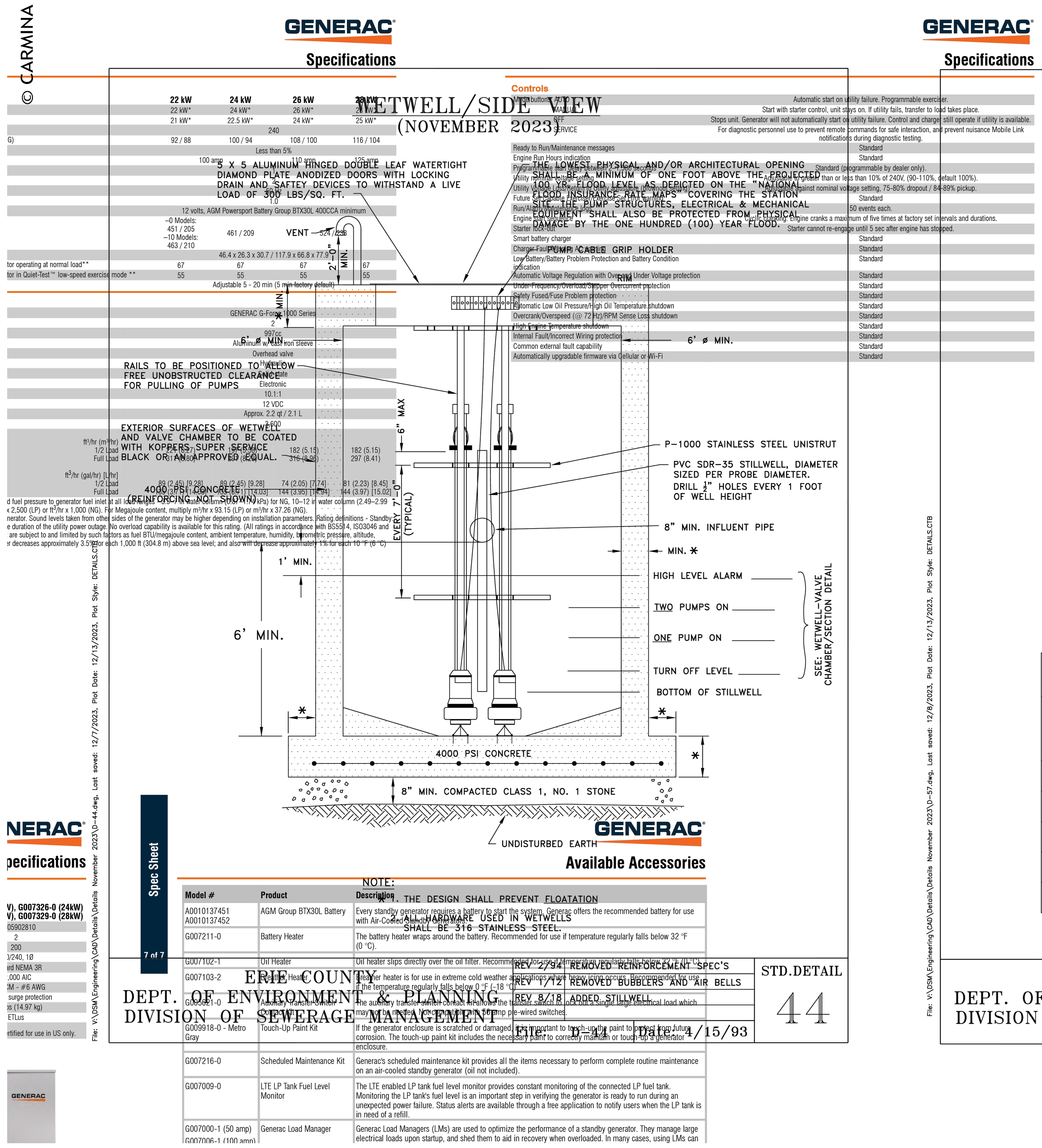
DESCRIPTION	PUMP STATION	AS BUILT
PUMP MODEL/SPEC.		
PUMPING RATE		
APPROX. PUMP RPM		
COMPUTED TDH@SHUTOFF		
MOTOR HORSEPOWER MIN.		
IMPELLER SIZE		
MANUFACTURERS PERFORMANCE CHART NO.		
VELOCITY IN FORCEMAIN		(FPS)

File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–43.dwg, Last saved: 12/7/2023, Plot Date: 12/13/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	REV 2/94	REMOVED REINFORCING NOTE	STD. DETAIL 43
	REV 6/05	ADDED C.I. TYPE TRAP & EYS	
	REV 01/12	REMOVED AIR BELL	
	REV 01/13	ADDED LADDER MIN. & MAX. DIMENSIONS	
	File: D–43	Date: 4/15/93	

WETWELL/SIDE VIEW

(NOVEMBER 2023)



NOTE:

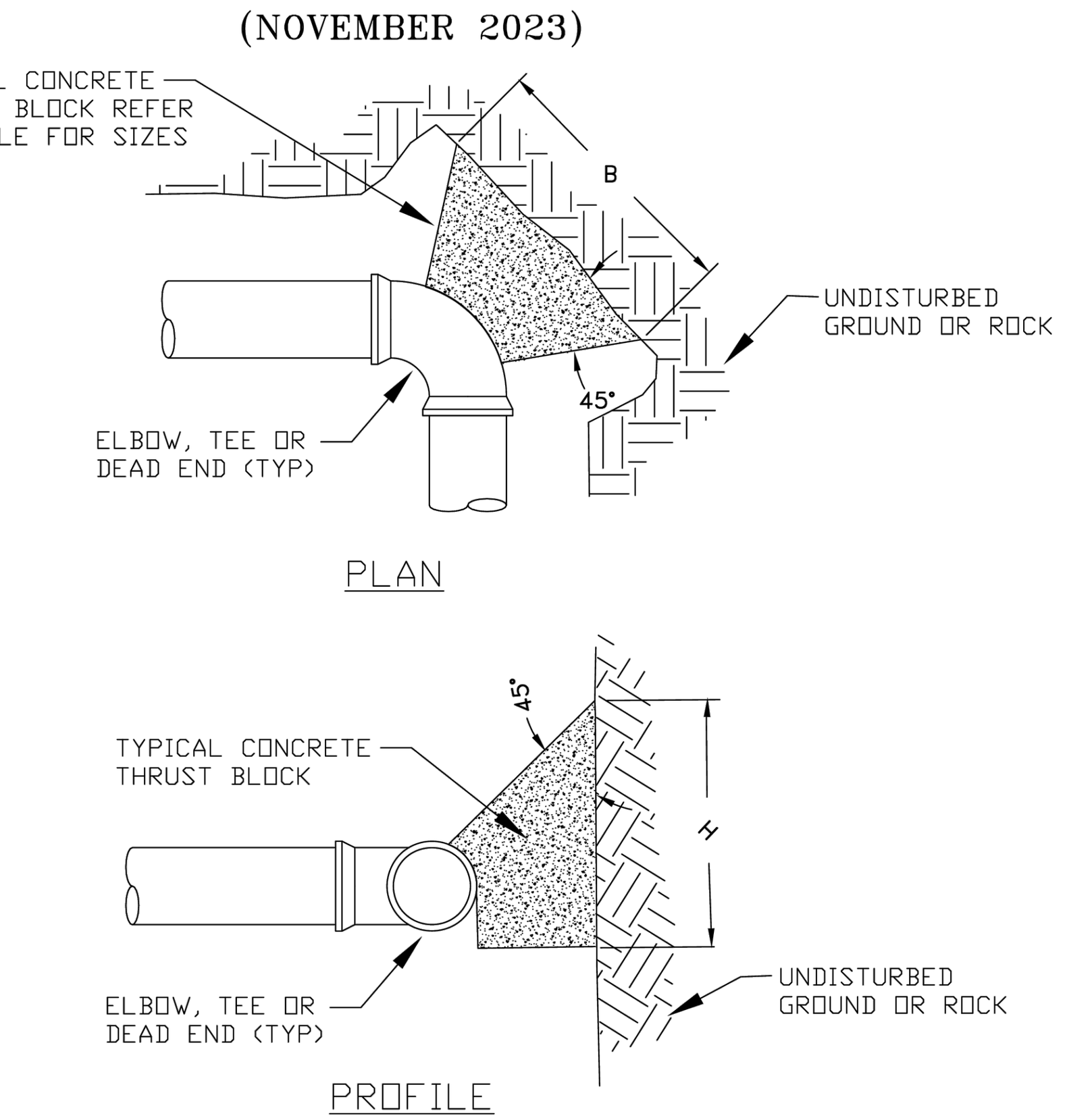
1. THE DESIGN SHALL PREVENT FLOATATION
2. ALL HARDWARE USED IN WETWELLS SHALL BE 316 STAINLESS STEEL.

File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–44.dwg, Last saved: 12/7/2023, Plot Date: 12/13/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	REV 2/94	REMOVED REINFORCEMENT SPEC'S	STD.DETAIL 44
	REV 1/12	REMOVED BUBBLERS AND AIR BELLS	
	REV 8/18	ADDED STILLWELL	
	File: D–44	Date: 4/15/93	

FORCEMAIN THRUST BLOCK DETAIL

(NOVEMBER 2023)



MINIMUM REQUIRED HORIZONTAL CONCRETE* THRUST BLOCK SIZE P.E., D.I.P. & P.V.C. FORCEMAIN

DEFLECTION ANGLE	PIPE DIAMETER (in.) (AT 100 PSI TEST) 2"		3"		4"		6"	
	B	H	B	H	B	H	B	H
90°/TEE	1.50'	1.50'	2.00'	1.50'	2.00'	2.00'	2.50'	2.50'
DEAD END	1.50'	1.50'	2.00'	1.50'	2.00'	1.75'	2.50'	2.00'
45°	1.50'	1.00'	1.75'	1.00'	2.00'	1.50'	2.50'	2.00'
22–1/2°	1.25'	1.00'	1.50'	1.00'	1.50'	1.50'	2.00'	2.00'
11–1/4°	1.00'	1.00'	1.25'	1.00'	1.50'	1.50'	2.00'	2.00'

NOTE: THRUST BLOCKS PERMITTED ONLY WHERE SHOWN
* 2000 PSI MINIMUM

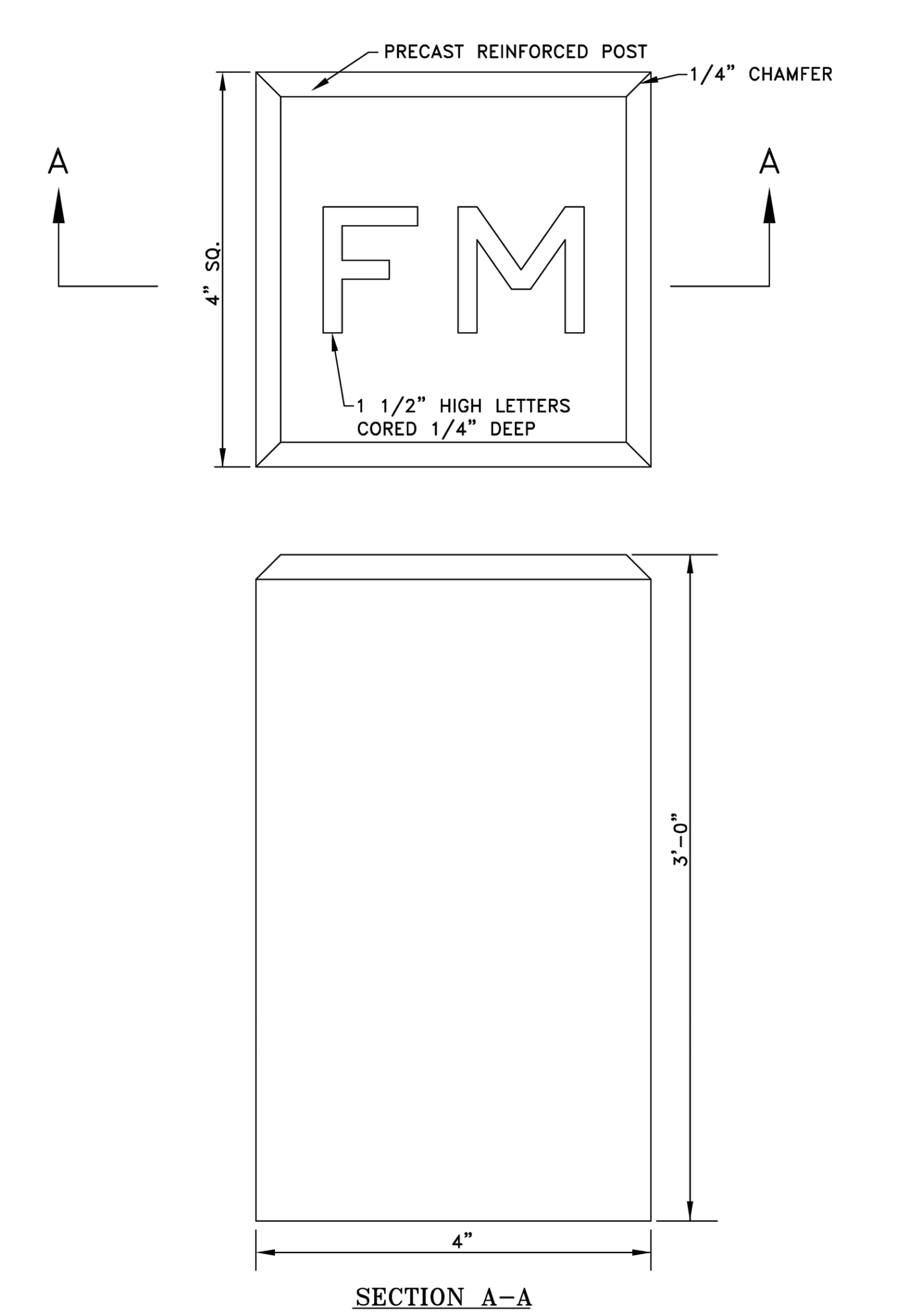
File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–57.dwg, Last saved: 12/8/2023, Plot Date: 12/13/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	Rev. 1		STD.DETAIL 57
	Rev. 2		
	File: D–57	Date: 9/22/23	

FORCE MAIN MARKER

(NOVEMBER 2023)

NO SCALE



NOTES:
1. THE CONTRACTOR SHALL PROVIDE A 4 INCH SQUARE REINFORCED CONCRETE POST, 3 FEET LONG, BURIED IN A VERTICAL POSITION WITH THE LETTERS FM ENGRAVED ON THE TOP, FLUSH WITH THE GROUND SURFACE & MEET THE ENGINEER'S APPROVAL. (TO BE INCLUDED IN THE PIPE BID ITEM)
2. AFTER CONSTRUCTION OF FORCE MAIN, EACH MARKER IS TO BE LOCATED IN THE FIELD BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE. LOCATIONS AND TIES TO BE INCLUDED ON RECORD PLANS.
3. MARKER IS REQUIRED EVERY 500' AND AT ALL FORCE MAIN CHANGES OF DIRECTION.

File: V:\DSM\Engineering\CAD\Details\Details November 2023\D–51.dwg, Last saved: 12/7/2023, Plot Date: 12/13/2023, Plot Style: DETAILS.CTB

ERIE COUNTY DEPT. OF ENVIRONMENT & PLANNING DIVISION OF SEWERAGE MANAGEMENT	Rev. 1 6/9/05	ADDED SECTION A–A & NOTE 3	STD.DETAIL 51
	Rev. 2		
	File: D–51	Date: 12/9/96	

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods
770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026



Sealed 10/29/2026

DRAWING NAME:
Sanitary Sewer Details

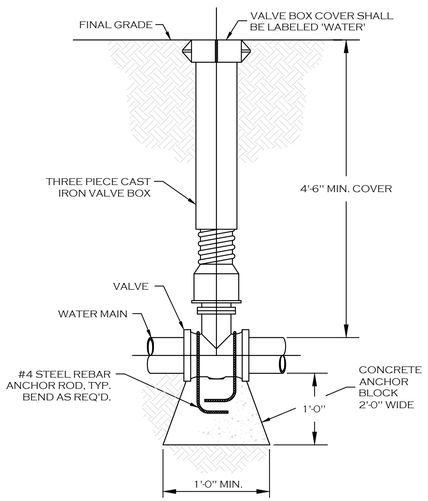
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-405

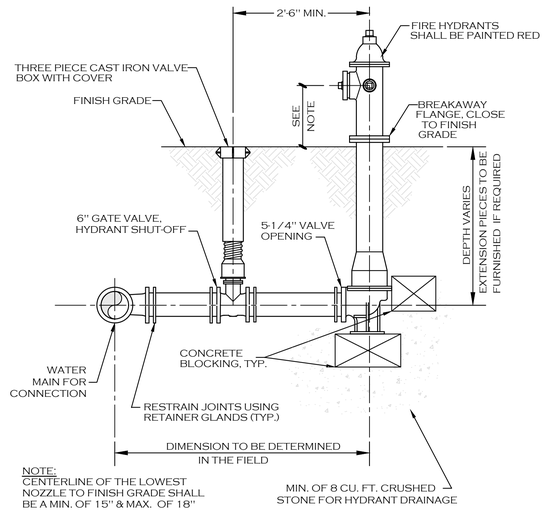
Project No: 25-4080

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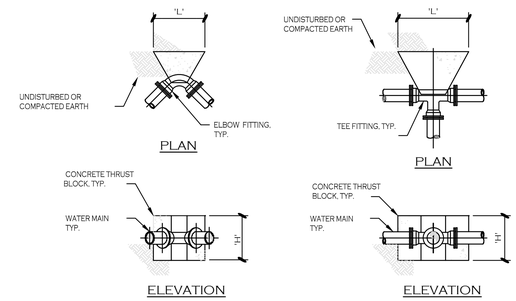


TYPICAL GATE VALVE DETAIL



NOTE:
CENTERLINE OF THE LOWEST NOZZLE TO FINISH GRADE SHALL BE A MIN. OF 15" & MAX. OF 18"

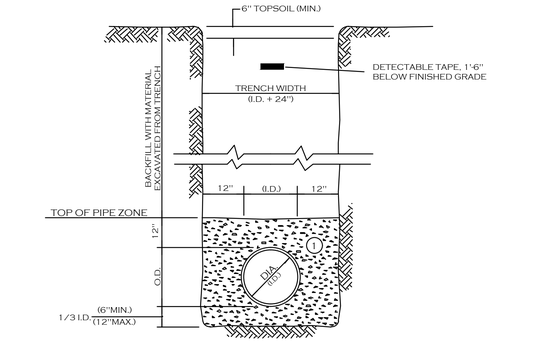
TYPICAL FIRE HYDRANT ASSEMBLY DETAIL



DIMENSION SCHEDULE		
PIPE SIZE	TEE OR TAP SLEEVE	
—	'H'	'L'
4"	1.5'	1.0'
6"	1.5'	2.5'
8"	1.5'	3.5'
10"	2.5'	3.5'
12"	3.5'	3.5'

DIMENSION SCHEDULE								
PIPE SIZE	90° ELBOW		45° ELBOW		22.5° ELBOW		11.25° ELBOW	
	'H'	'L'	'H'	'L'	'H'	'L'	'H'	'L'
4"	1.5'	2.0'	1.0'	2.0'	1.0'	1.0'	1.0'	1.0'
6"	2.0'	2.5'	1.5'	2.0'	1.0'	1.5'	1.0'	1.5'
8"	2.5'	3.5'	2.0'	2.5'	1.5'	1.5'	1.0'	2.0'
10"	3.0'	4.5'	2.5'	3.0'	1.5'	3.0'	1.0'	2.5'
12"	3.5'	5.0'	3.0'	3.5'	2.5'	2.5'	1.5'	2.5'

THRUST BLOCK SCHEDULE



NOTES:

A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

B. TRENCHING OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING.

C. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.

D. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYSDOT LATEST EDITION)

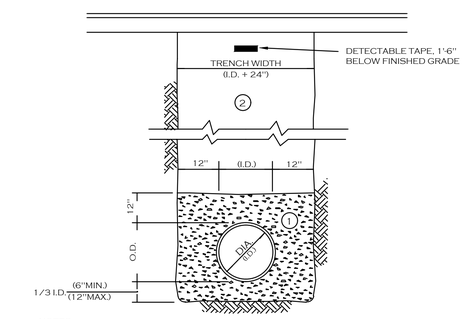
(1) NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

SELECT MATERIAL, BACKFILL (NYSDOT LATEST EDITION)

(2) NO.2 RUN OF CRUSHER STONE OR NO.2 RUN OF CRUSHER GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 4 AND NYSDOT SECTION 703-02. (COMPACTED IN 6"LIFTS TO 90% DENSITY)

NOTE: SLAG SHALL NOT BE ALLOWED FOR MATERIALS 1 AND (2)

UTILITY TRENCH SECTION IN UNPAVED AREAS



NOTES:

A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

B. TRENCHING OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING.

C. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.

D. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYSDOT LATEST EDITION)

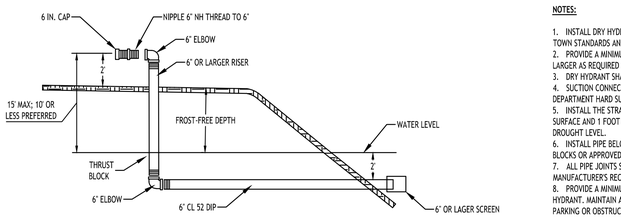
(1) NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

SELECT MATERIAL, BACKFILL (NYSDOT LATEST EDITION)

(2) NO.2 RUN OF CRUSHER STONE OR NO.2 RUN OF CRUSHER GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 4 AND NYSDOT SECTION 703-02. (COMPACTED IN 6"LIFTS TO 90% DENSITY)

NOTE: SLAG SHALL NOT BE ALLOWED FOR MATERIALS 1 AND (2)

UTILITY TRENCH SECTION IN PAVED AREAS

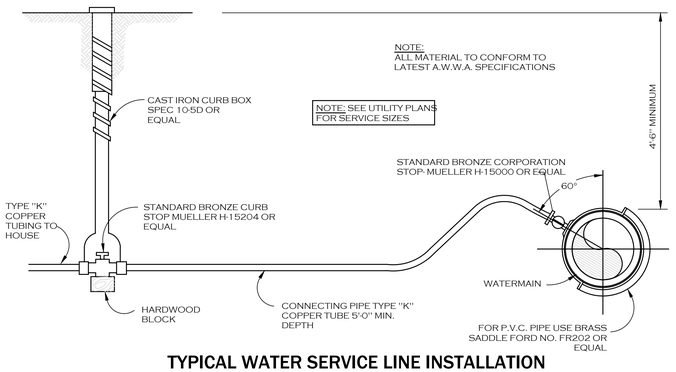


TYPICAL DRY FIRE HYDRANT INSTALLATION DETAIL

NTS

NOTES:

1. INSTALL DRY HYDRANT IN ACCORDANCE WITH NFPA 1142, AMHERST TOWN STANDARDS AND ALL APPLICABLE CODES.
2. PROVIDE A MINIMUM 6-INCH SCHEDULE 40 PVC PIPE AND FITTINGS, OR LARGER AS REQUIRED TO MEET THE REQUIRED FIRE FLOW.
3. DRY HYDRANT SHALL PROVIDE A MINIMUM DRAFT FLOW OF 1,000 GPM.
4. SUCTION CONNECTION SHALL BE COMPATIBLE WITH THE LOCAL FIRE DEPARTMENT HARD SUCTION HOSE AND PROVIDED WITH A PROTECTIVE CAP.
5. INSTALL THE STRAINER A MINIMUM OF 2 FEET BELOW THE LOW WATER SURFACE AND 1 FOOT ABOVE THE WATER BODY BOTTOM AT THE 50-YEAR DROUGHT LEVEL.
6. INSTALL PIPE BELOW THE LOCAL FROST DEPTH AND PROVIDE THRUST BLOCKS OR APPROVED RESTRAINTS AT ALL ELBOWS.
7. ALL PIPE JOINTS SHALL BE CLEAN, AIRTIGHT, AND SEALED PER THE MANUFACTURER'S RECOMMENDATIONS.
8. PROVIDE A MINIMUM OF 3 FEET OF CLEAR SPACE AROUND THE DRY HYDRANT. MAINTAIN ALL WEATHER ACCESS FOR FIRE APPARATUS WITH NO PARKING OR OBSTRUCTIONS WITHIN 20 FEET OF THE ACCESS SIDE.
9. PAINT ALL EXPOSED PVC AND METAL COMPONENTS AND PROVIDE REFLECTIVE MARKERS OR SIGNAGE AS APPROVED BY THE AHJ.
10. COORDINATE THE DRY HYDRANT LOCATION, CONNECTION TYPE, AND INSTALLATION REQUIREMENTS WITH THE AMHERST PRIOR TO CONSTRUCTION.



TYPICAL WATER SERVICE LINE INSTALLATION

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:		
No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
076984
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Water Details

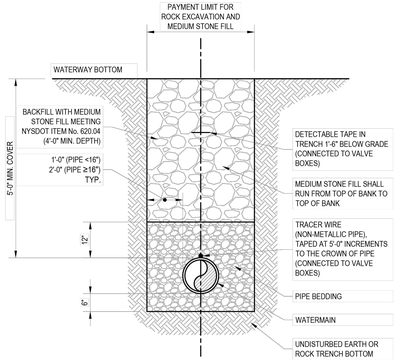
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-406

Project No: 25-4080

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NOTES:

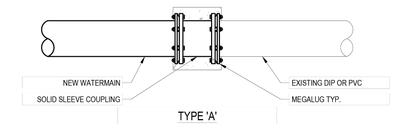
1. WHEN THE WATERWAY IS GREATER THAN 15'-0" (TOP OF BANK TO TOP OF BANK) ISOLATION VALVES SHALL BE INSTALLED A MINIMUM 15'-0" FROM THE TOP OF BANK ON EITHER SIDE. THE ISOLATION VALVE LOCATED CLOSEST TO THE WATER SOURCE SHALL HAVE A METER BYPASS (SEE SD-23) INSTALLED. NO SERVICES OR HYDRANTS SHALL BE INSTALLED BETWEEN THE TWO ISOLATION VALVES.
2. PIPELINE MARKERS SHALL BE LOCATED ON EITHER SIDE OF THE WATERWAY.
3. CROSSING SHALL COMPLY WITH STATE GUIDELINES FOR WATERWAY CROSSINGS. USE ADEQUATE EROSION CONTROL METHODS DURING CONSTRUCTION.

WATERWAY CROSSING TRENCH DETAIL

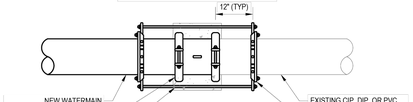
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Revision: 2024-01

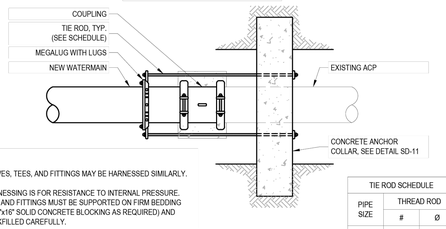
Detail: SD-03



TYPE 'A'
CONNECTION TO DIP OR PVC



TYPE 'B'
CONNECTION TO CIP, DIP, OR PVC



TYPE 'C'
CONNECTION TO ACP

NOTES:

1. VALVES, TEES, AND FITTINGS MAY BE HARNESSED SIMILARLY.
2. HARNESSING IS FOR RESISTANCE TO INTERNAL PRESSURE. PIPE AND FITTINGS MUST BE SUPPORTED ON FIRM BEDDING (4"x8"x16" SOLID CONCRETE BLOCKING AS REQUIRED) AND BACKFILLED CAREFULLY.
3. COAT ALL EXPOSED SURFACES OF HARNESS ASSEMBLY WITH BITUMINOUS COATING.
4. TIE RODS SHALL BE PLACED ON SIDES OF PIPE.

TIE ROD SCHEDULE

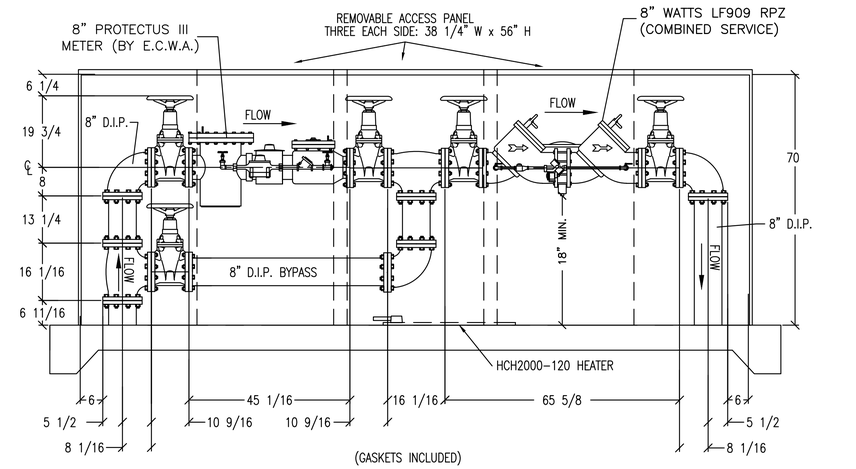
PIPE SIZE	THREAD ROD #	THREAD ROD Ø

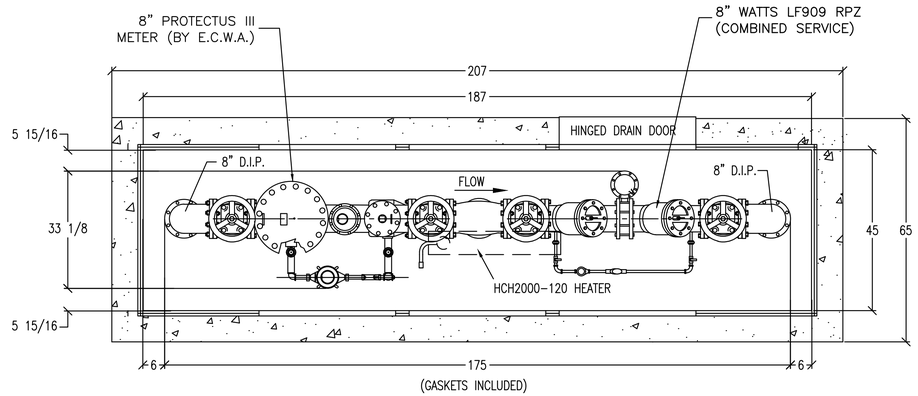
TYPICAL CONNECTION TO EXISTING WATERMAIN

SCALE: NTS

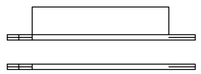
Revision: 2024-01

Detail: SD-08





LEGEND:



38 1/4"W x 56"H REMOVABLE ACCESS PANEL w/DRAIN DOOR

38 1/4"W x 56"H REMOVABLE ACCESS PANEL

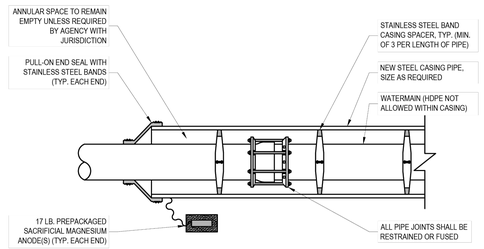
8"METER & RPZ INSULATED ENCLOSURE

N. T. S.

8NOTES:

1. BACKFLOW PREVENTER DIMENSIONS FURNISHED BY WATTS.
2. ALL DIMENSIONS ARE IN INCHES.
3. WALL & INSULATION THICKNESS IS 1-1/2".
4. ROOF & INSULATION THICKNESS IS 3".
5. ENCLOSURE SHOWN IS SAFE-T-COVER MODEL 1000TS-ALC98-5.
6. EXTERIOR ENCLOSURE DIMENSIONS: 45"W x 187"L x 70" H.
7. CONCRETE PAD IS 65"W x 207"L x 6"THK W/W.W.F. 6X6/10X10.
8. METER SHOWN: 8" PROTECTUS III, SPOOL PIECE & METER SUPPLIED BY ERIE COUNTY WATER AUTHORITY, VERIFY DIMENSIONS PRIOR TO ORDERING.
9. RPZ SHOWN: 8" WATTS LF909 (COMBINED SERVICE).
10. CONTRACTOR TO INSTALL ELECTRIC SERVICE TO ENCLOSURE, COORDINATE SOURCE WITH OWNER.
11. INSTALL A 120V GFI OUTLET IN THE ENCLOSURE.
12. HEATERS TO HAVE THERMOSTAT CONTROL.

TOWN OF AMHERST APPROVAL BOX:



NOTES:

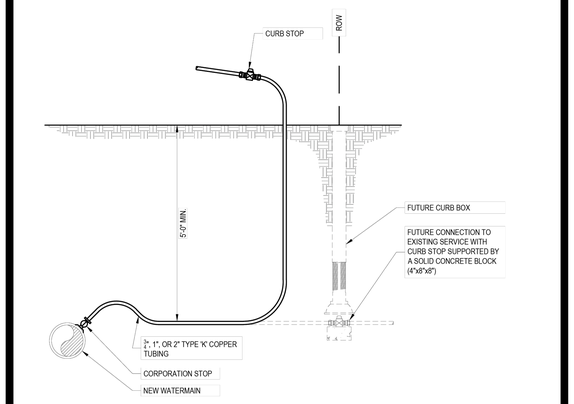
1. THE PROPOSED NUMBER OF CASING SPACERS SHALL BE INSTALLED TO PROVIDE SUFFICIENT SUPPORT AS PER MANUFACTURER'S RECOMMENDATION. THERE SHALL BE NO FEWER THAN 3 SPACERS PER FULL PIPE LENGTH.
2. SACRIFICIAL ANODE BAGS SHALL BE WETTED BEFORE BACKFILLING.
3. WIRE TO BE PLACED LOOSELY ON PIPE SURFACE AND SECURED IN PLACE WITH POLYWRAP TAPE. WIRE SHALL BE PLACED WITHOUT TENSION ONTO THE BOTTOM OF EXCAVATION AND CAREFULLY BACKFILLED WITH STONE TO PREVENT DAMAGE.

CASING PIPE DETAIL

SCALE: NTS

Revision: 2024-01

Detail: SD-04



NOTES:

1. AFTER COMPLETION OF TESTING, THE SAMPLE POINT SHALL BE UTILIZED FOR A SERVICE CONNECTION. IF UNABLE TO UTILIZE FOR A SERVICE REPLACE THE CORPORATION STOP IN PIPE WITH A THREADED BRASS PLUG.

TEMPORARY BLOW-OFF / SAMPLING POINT

SCALE: NTS

Revision: 2024-01

Detail: SD-30

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK * CHRISTOPHER WOOD * LICENSED PROFESSIONAL ENGINEER 076994

Sealed 10/29/2026

DRAWING NAME:

Water Detais

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.

C-407

Project No: 25-4080

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ECDSM SANITARY SEWER EXTENSION TESTING AND WATER MAIN SEPARATION REQUIREMENTS

ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT, SPECIFICATIONS FOR SUBDIVISIONS AND SANITARY SEWER EXTENSIONS, JANUARY 2018, SECTIONS 02595-3.02 AND 02596-3.02; DESIGN REQUIREMENTS, APPENDIX B1, CURRENT DSM POSTING ACCESSED OCTOBER 20, 2026.

SECTION 02595-3.02
AIR TESTS, INFILTRATION OR EXFILTRATION, AND DEFLECTION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. AFTER BACKFILLING AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL COMPLETE THE APPLICABLE AIR, INFILTRATION OR EXFILTRATION, AND DEFLECTION TESTS IN ACCORDANCE WITH THIS SECTION. DEFLECTION TESTING REQUIREMENTS ARE PROVIDED IN PARAGRAPH E.

2. NO MORE THAN 1,000 LINEAR FEET OF INSTALLED SEWER SHALL REMAIN UNTESTED.

3. HOUSE LATERALS AND RISER PIPES SHALL BE INSTALLED, CAPPED, TIED, AND BLOCKED AS WORK PROGRESSES AND BEFORE AIR TESTING.

4. TESTING PROCEDURES SHALL COMPLY WITH OSHA CONFINED SPACE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AND OPERATE ALL REQUIRED SAFETY AND TESTING EQUIPMENT, INCLUDING GAS DETECTORS, SAFETY HARNESS EQUIPMENT, VENTILATING BLOWERS, AND RESPIRATORS AS REQUIRED.

B. AIR TESTS

1. AIR TESTS ARE REQUIRED FOR ALL PIPE DIAMETERS UP TO AND INCLUDING 36 INCHES. TESTING SHALL CONFORM TO THE DSM SPECIFICATIONS AND TEN STATE STANDARDS, SECTION 33.94.

2. AIR TESTING SHALL NOT BE PERFORMED EARLIER THAN 14 CALENDAR DAYS AFTER TRENCH BACKFILLING.

3. THE MINIMUM TEST DURATION SHALL BE THE TIME REQUIRED FOR PRESSURE TO DECREASE FROM 3.5 PSI TO 3.0 PSI, AS SHOWN BELOW.

MINIMUM AIR TEST ACCEPTANCE TIMES

PIPE DIA.	UP TO 100 FT	100 TO 200 FT	200 TO 300 FT	300 TO 400 FT
6 IN.	2:50	2:50	2:50	2:51
8 IN.	3:47	3:47	3:48	5:04
12 IN.	5:40	5:42	8:33	11:24
15 IN.	7:05	8:54	13:21	17:48
18 IN.	8:30	12:49	19:14	25:38
21 IN.	9:55	17:27	26:11	34:54
24 IN.	11:24	22:48	34:11	45:35
27 IN.	14:25	28:51	43:16	57:42
30 IN.	17:48	35:37	53:25	71:13
33 IN.	21:33	43:56	64:38	86:10
36 IN.	25:39	51:17	76:55	102:34

NOTE: THE DSM INSPECTOR SHALL EXTEND THE TEST TIME TO THE NEXT FULL MINUTE.

4. AIR TESTS MAY BE CONDUCTED MANHOLE TO MANHOLE FOR PIPE DIAMETERS UP TO 36 INCHES. TEST SECTIONS SHALL NOT EXCEED 400 FEET.

5. IN WET TRENCHES WHERE LOWERING THE WATER TABLE BY PUMPING IS IMPRACTICAL, INSTALL AN APPROVED 4 INCH DIAMETER SOLID PVC DRAIN PIPE WITH AN APPROVED CAP AT EACH MANHOLE. EXTEND EACH PIPE FROM 6 INCHES BELOW THE LOWEST INVERT TO THE GROUND SURFACE AND EMBED IT AT LEAST 12 INCHES IN CLEAN NO. 1 STONE. MEASURE GROUNDWATER ELEVATIONS AT EACH MANHOLE AND INCREASE THE INITIAL AIR TEST PRESSURE AS NECESSARY TO OVERCOME THE CALCULATED GROUNDWATER PRESSURE ACTING ON THE PIPE.

6. THE CONTRACTOR SHALL STRICTLY FOLLOW THE SPECIFIED TEST PROCEDURES AND PROVIDE TESTING EQUIPMENT IN GOOD WORKING CONDITION. REQUIRED EQUIPMENT INCLUDES A STOPWATCH GRADUATED IN TENTHS OF A SECOND, A 50 TO 100 PSI COMPRESSOR, PIPE BULKHEADS, APPROXIMATELY 100 FEET OF 3/8 INCH AIR HOSE, A 0 TO 5 PSI GAUGE GRADUATED IN 1/16 PSI INCREMENTS, AND THREE 3/8 INCH CHECK VALVES.

C. INFILTRATION TESTS

1. INFILTRATION TESTING APPLIES ONLY WHEN THE GROUNDWATER LEVEL IS AT LEAST 2 FEET ABOVE THE TOP OF THE PIPE FOR THE ENTIRE TEST SECTION. TESTING SHALL NOT BE PERFORMED EARLIER THAN 14 CALENDAR DAYS AFTER TRENCH BACKFILLING.

2. INFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH OF PIPE DIAMETER PER MILE OF SEWER PER 24 HOURS. EACH INDIVIDUAL MANHOLE TO MANHOLE RUN EXCEEDING 100 FEET SHALL MEET THE ALLOWABLE RATE. THE CONTRACTOR SHALL FURNISH TEST EQUIPMENT IN GOOD WORKING CONDITION.

3. THE DISTRICT IS NOT REQUIRED TO ACCEPT AN ENTIRE SEWER LINE WHEN TOTAL INFILTRATION IS BELOW THE ALLOWABLE RATE IF ONE OR MORE INDIVIDUAL RUNS EXCEED THE ALLOWABLE RATE.

4. INSTALL AN APPROVED 4 INCH DIAMETER SOLID PVC DRAIN PIPE WITH AN APPROVED CAP AT EACH MANHOLE, EXTENDING FROM 6 INCHES BELOW THE LOWEST INVERT TO THE GROUND SURFACE AND EMBEDDED AT LEAST 12 INCHES IN CLEAN NO. 1 STONE. MEASURE GROUNDWATER LEVELS AT EACH MANHOLE.

5. ALLOW THE WATER TABLE TO STABILIZE AND VERIFY THAT IT REMAINS AT LEAST 2 FEET ABOVE THE TOP OF THE PIPE DURING TESTING. ISOLATE THE TEST SECTION BETWEEN MANHOLES AND PLUG OR CAP ALL LATERALS, STUBS, AND FITTINGS TO PREVENT UNAUTHORIZED WATER ENTRY.

6. MEASURE INFILTRATION USING A V-NOTCH WEIR OR OTHER SUITABLE DEVICE AT THE DOWNSTREAM MANHOLE. AFTER FLOW STABILIZES, RECORD READINGS FOR FIVE CONSECUTIVE DAYS AND CONVERT THE MEASURED FLOW TO THE ALLOWABLE RATE.

7. IF A RUN EXCEEDS THE ALLOWABLE INFILTRATION RATE, THE CONTRACTOR SHALL LOCATE AND REPAIR THE DEFECTIVE SECTION. DSM MAY REQUIRE TELEVISION OR OTHER CAMERA INSPECTION.

D. EXFILTRATION TESTS

1. EXFILTRATION TESTING SHALL NOT BE PERFORMED EARLIER THAN 14 CALENDAR DAYS AFTER TRENCH BACKFILLING. TESTING SHALL BE CONDUCTED BETWEEN ADJACENT MANHOLES UNLESS OTHERWISE APPROVED.

2. BEFORE TESTING, PLUG OR CAP AND ADEQUATELY BLOCK ALL LATERALS, STUBS, AND FITTINGS IN THE TEST SECTION.

3. WHERE MANHOLES ARE INCLUDED IN THE TEST, BULKHEAD THE INLET PIPES AND FILL THE SECTION THROUGH THE UPSTREAM MANHOLE. FILL AT A STEADY RATE TO PROVIDE AN AVERAGE PRESSURE OF 5 PSI, EQUAL TO APPROXIMATELY 11.6 FEET OF HEAD, AT THE CENTER OF THE TEST SECTION, OR UNTIL THE UPSTREAM MANHOLE IS FULL. PROVIDE MEANS TO RELEASE ENTRAPPED AIR.

4. AFTER FILLING, ALLOW THE PIPE AND MANHOLES TO ABSORB WATER FOR AT LEAST 24 HOURS. RESTORE THE WATER TO THE TEST LEVEL AND MEASURE WATER LOSS OR THE VOLUME REQUIRED TO RESTORE THE LEVEL OVER THE FOLLOWING 24 HOURS.

5. WHERE BOTH MANHOLES ARE EXCLUDED FROM THE TEST, BULKHEAD THE UPSTREAM MANHOLE OUTLET AND PROVIDE MEANS TO FILL THE PIPE AND RELEASE ENTRAPPED AIR.

6. ADJUST THE TEST HEAD SO THAT PRESSURE AT ANY POINT IN THE TEST SECTION DOES NOT EXCEED 10 PSI, EQUAL TO APPROXIMATELY 23 FEET OF HEAD.

7. EXFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH OF PIPE DIAMETER PER MILE OF SEWER PER 24 HOURS. EACH INDIVIDUAL MANHOLE TO MANHOLE RUN SHALL MEET THE ALLOWABLE RATE. DEFECTIVE SECTIONS SHALL BE LOCATED AND REPAIRED. DSM MAY REQUIRE TELEVISION OR OTHER CAMERA INSPECTION.

E. DEFLECTION TESTS

1. DEFLECTION TESTING SHALL NOT BE PERFORMED EARLIER THAN 30 CALENDAR DAYS AFTER TRENCH BACKFILLING.

2. ALL FLEXIBLE PVC SEWERS 8 INCHES IN DIAMETER OR LARGER SHALL BE INTERNALLY TESTED WITH A 5 PERCENT DEFLECTION GO NO GO PIG OR MANDREL. PIPE THAT FAILS THE TEST SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

3. PULL THE MANDREL OR PIG THROUGH THE PIPE BY HAND OR WITH A HAND OPERATED WINCH. POWER WINCHES OR DRIVES ARE NOT PERMITTED.

F. MANHOLE TESTING

1. PERFORM AN INFILTRATION AND/OR EXFILTRATION TEST ON EVERY MANHOLE CONSTRUCTED FOR THE PROJECT.

2. REPAIR LEAKS DISCOVERED DURING TESTING OR DURING THE TWO YEAR MAINTENANCE PERIOD AT THE CONTRACTOR'S EXPENSE.

3. INSTALL A 4 INCH DIAMETER SOLID PVC DRAIN PIPE AT EACH MANHOLE FOR GROUNDWATER LEVEL MEASUREMENT, AS DETAILED ON THE PLANS.

G. COMPLETION DOCUMENTATION AND INSPECTION

1. WITHIN 30 DAYS AFTER CONSTRUCTION, SUBMIT A WRITTEN CERTIFICATE OF CONSTRUCTION COMPLETENESS AND COMPLIANCE TO DSM AND THE ERIE COUNTY HEALTH DEPARTMENT. INCLUDE APPLICABLE HYDROSTATIC LEAKAGE, LAMP, DEFLECTION, AND AIR TEST RESULTS.

2. COMPLETE LAMPING, VIDEO INSPECTION, OR OTHER VISUAL INSPECTION AS REQUIRED BY DSM AND THE APPROVED PROJECT DOCUMENTS. SUBMIT REQUIRED RECORDINGS AND REPORTS TO DSM.

SECTION 3.04
SEPARATION OF WATER MAINS AND SEWERS

A. GENERAL

1. WATER MAIN AND SEWER SEPARATION SHALL CONFORM TO THE CURRENT TEN STATE STANDARDS AND DSM DESIGN REQUIREMENTS, APPENDIX B1.

B. HORIZONTAL SEPARATION

1. INSTALL SEWERS AT LEAST 10 FEET HORIZONTALLY FROM EXISTING OR PROPOSED WATER MAINS, MEASURED EDGE TO EDGE.

2. WHERE 10 FEET OF SEPARATION IS NOT PRACTICAL, THE REVIEWING AGENCY MAY APPROVE A DEVIATION ON A CASE BY CASE BASIS WITH SUPPORTING ENGINEERING DATA. WHERE APPROVED, INSTALL THE SEWER IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF ON ONE SIDE OF THE WATER MAIN, WITH THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

3. IF REQUIRED HORIZONTAL AND VERTICAL SEPARATION CANNOT BE ACHIEVED, BOTH THE WATER MAIN AND SEWER SHALL USE SLIP ON OR MECHANICAL JOINT PIPE COMPLYING WITH THE REGULATORY AGENCY'S PUBLIC WATER SUPPLY DESIGN STANDARDS. PRESSURE TEST THE PIPE TO 150 PSI BEFORE BACKFILLING.

C. VERTICAL SEPARATION AT CROSSINGS

1. PROVIDE AT LEAST 18 INCHES OF VERTICAL CLEARANCE, MEASURED OUTSIDE TO OUTSIDE, BETWEEN WATER MAINS AND SEWERS. THIS REQUIREMENT APPLIES WHETHER THE WATER MAIN CROSSES ABOVE OR BELOW THE SEWER.

2. LOCATE SEWER JOINTS EQUIDISTANT FROM AND AS FAR AS PRACTICABLE FROM WATER MAIN JOINTS. PROVIDE STRUCTURAL SUPPORT FOR THE SEWER WHERE A WATER MAIN CROSSES BELOW IT.

3. IF REQUIRED SEPARATION CANNOT BE ACHIEVED, USE ONE OF THE FOLLOWING METHODS, SUBJECT TO REVIEWING AGENCY APPROVAL:
A. DESIGN AND CONSTRUCT THE SEWER TO WATER PIPE REQUIREMENTS AND PRESSURE TEST IT TO 150 PSI BEFORE BACKFILLING.
B. ENCASE EITHER PIPE IN A WATERTIGHT CARRIER PIPE EXTENDING 10 FEET BEYOND EACH SIDE OF THE CROSSING, MEASURED PERPENDICULAR TO THE WATER MAIN. CARRIER PIPE MATERIAL SHALL BE APPROVED FOR WATER MAIN CONSTRUCTION.
C. CONCRETE ENCASE THE SEWER IN ACCORDANCE WITH THE DSM WATER MAIN CROSSING DETAIL.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods
770 John James Audubon Parkway
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REVISIONS: No.	Description	Date
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2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
LICENSED PROFESSIONAL ENGINEER
076394

Sealed 10/29/2026

DRAWING NAME:
Utility Notes

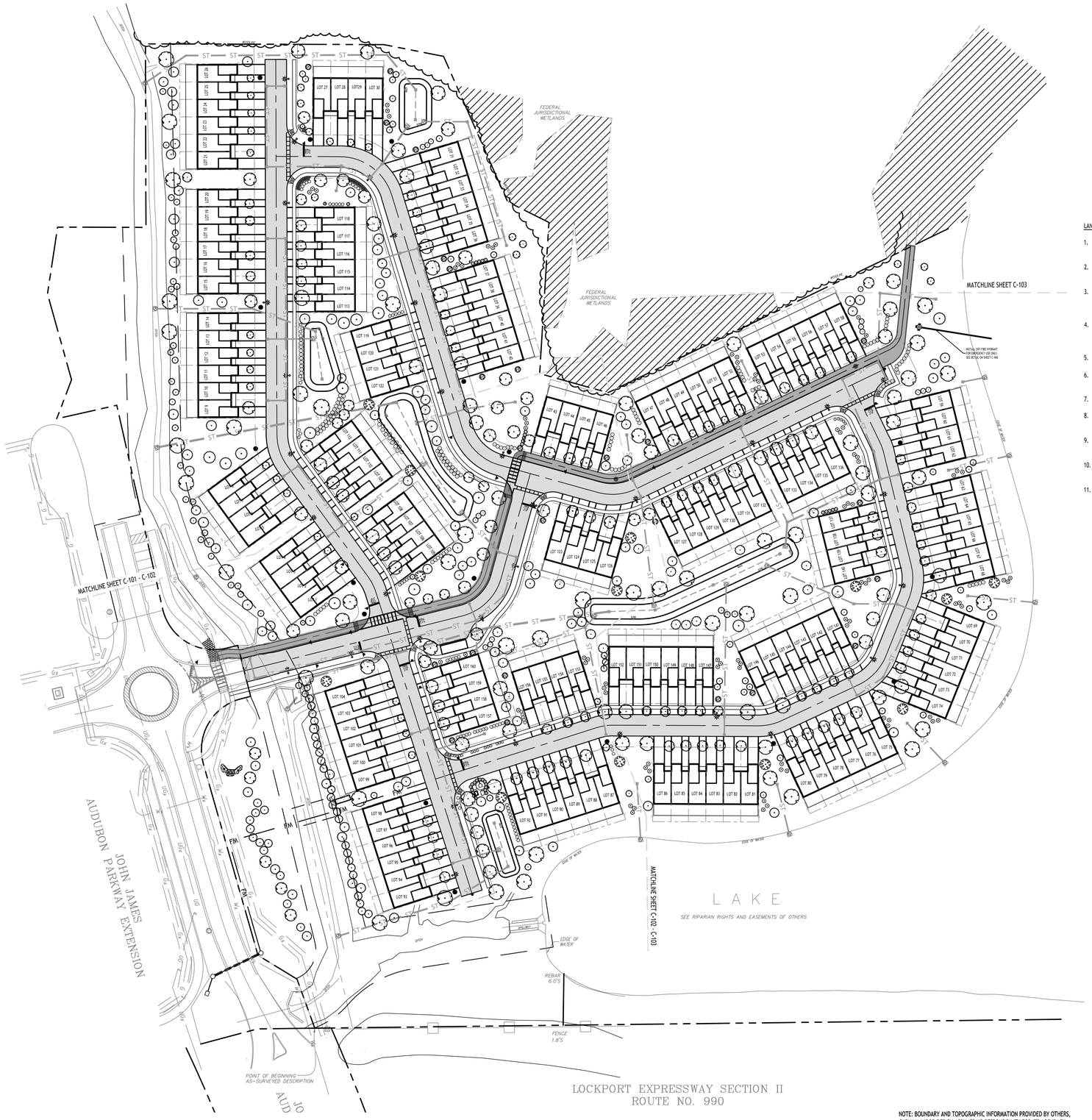
Date: 03.13.26
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Scale: As Noted

DRAWING NO.
C-408

Project No: 25-4080

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Overall Landscape Plan

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

PER TOWN OF AMHERST CODE:
ALL REFUSE CONTAINERS & ALL MECHANICAL EQUIPMENT, UTILITY STRUCTURES, MULTIPLE METER BOARDS, GENERATORS, RPZ'S, & SIMILAR APPURTENANCES, INCLUDING THOSE WHICH ARE MOUNTED ON ANY PART OF A PRIMARY STRUCTURE SHALL BE SHOWN ON THE SITE PLAN & APPROPRIATELY SCREENED W/ A FENCE, WALL, &/OR LANDSCAPING AS REQUIRED BY 203-7-2-4(C) & 203-7-2-4(D) OF TOWN CODE. SUCH SCREENING SHALL BE SHOWN ON THE PLANS SUBMITTED FOR REVIEW. PROVIDE GATE ON REFUSE ENCLOSURE THAT SHALL BE CLOSED WHENEVER REFUSE CONTAINER(S) ARE NOT BEING SERVICED & ENCLOSURE SHALL BE HIGH ENOUGH TO SCREEN THE REFUSE CONTAINERS WITHIN.

PER TOWN OF AMHERST CODE:
ALL DEAD OR MISSING EXISTING PLANTS FROM THE PREVIOUSLY APPROVED SITE PLANS SHALL BE REPLACED/INSTLALED AS PER ZONING ORDINANCE 7-2-3(A)(1). CONTRACTOR SHALL REFER TO PREVIOUSLY APPROVED SITE AND LANDSCAPE PLANS BY OTHERS FOR ALL LANDSCAPE REFERENCES.

PER TOWN OF AMHERST CODE:
CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED FROM ALL POSSIBLE TYPES OF ROOT, TRUNK, AND LIMB DAMAGE; INCLUDING BY NOT LIMITS TO, RETAIN WALLS WHICH PREVENT FILLING ON TOP OF ROOTS OR EXCAVATING TREE ROOTS AS PER ZONING ORDINANCE 7-2-3(B)(3).

LANDSCAPE NOTES:

1. ALL PLANTS INSTALLED SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS NOTED ON THE PLANS AND IN THE LATEST EDITION ON THE AMERICAN STANDARD FOR NURSERY STOCK, BY THE AMERICAN ASSOCIATION OF NURSERYMEN, ANSI 260.1
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFF, THE QUANTITIES SHOWN ARE A MINIMUM AND ARE FOR REFERENCE ONLY.
3. THE CONTRACTOR SHALL PERFORM A ROUGH FIELD STAKEOUT OF ALL PLANTING MATERIAL LOCATIONS AND CONTACT THE OWNERS FIELD REPRESENTATIVE PRIOR TO ACTUAL INSTALLING. THE PLANTING MATERIAL LOCATIONS SHOWN ON THE PLANS ARE TO CONVEY THE DESIGN INTENT ONLY, ACTUAL LOCATIONS WILL BE FINALIZED BY THE OWNERS FIELD REPRESENTATIVE AT THE TIME OF INSTALLATION.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT IF UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE PLANTINGS, ALL PROPOSED PLANTINGS SHALL BE INSTALLED A MINIMUM OF 5' FROM ANY UNDERGROUND UTILITY, CONTACT THE OWNERS FIELD REPRESENTATIVE IF PLANTINGS SHOWN ON THE PLANS VIOLATE THIS SITUATION.
5. ALL TREES SHALL BE INSTALLED A MINIMUM OF 20' FROM ANY OVERHEAD ELECTRIC LINES.
6. PLANTING BACKFILL MIXTURE SHALL CONSIST OF 4 PARTS TOPSOIL, 1 PART PEAT MOSS, ½ PART WELL ROTTED MANURE, 10 LBS 5-10-5 PLANTING FERTILIZER THOROUGHLY MIXED PER CUBIC YARD.
7. STAKE AND WRAP TREES IMMEDIATELY FOLLOWING INSTALLATION.
8. ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED PINE BARK MULCH OVER 10 MIL. WEED MAT EQUAL TO "WEEDBLOCK" BY EASY GARDENER OR DEWITT WEED BARRIER.
9. THE AREAS ON THE PLAN TO BE SEEDED SHALL HAVE 4" MINIMUM OF TOPSOIL, DISK PLOWED, LEVELED AND HAND RAKED SMOOTH. SURFACE SHALL BE ROLLED TO REMOVE LUMPS.
10. ALL SEEDED AREAS SHALL BE HYDROSEEDED IN ACCORDANCE WITH THE SPECIFICATION INDICATED. WHERE REQUIRED BY CLIMATIC CONDITIONS, SLOPE OR SEASON OF PLANTING, SOD MAY BE SUBSTITUTED FOR SEEDING IN ORDER TO ACHIEVE THE REQUIRED COVERAGE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MOWING AND OTHER MAINTENANCE TO SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER, THIS SHALL INCLUDE WATERING DAILY FOR 15 DAYS OR AS REQUIRED BY WEATHER CONDITIONS AND RE-SEEDING OF THIN SPOTS FOLLOWING THE GERMINATION OF THE SEEDS.

PLANTING NOTES:

1. ALL INTERIOR LANDSCAPED AREAS SHALL HAVE A MINIMUM PLANTING SOIL DEPTH OF THREE (3) FEET AND BE FREE FROM ALL FORMS OF CONSTRUCTION DEBRIS AND FOREIGN MATERIAL.
2. ALL TREE PIT SAUCERS, SHRUB BEDS, ORNAMENTAL GRASS BEDS, AND PERENNIAL FLOWER BEDS SHALL RECEIVE "PREEN" HERBICIDE AND THREE (3) INCHES DEPTH OF DARK SHREDDED HARDWOOD BARK MULCH.
3. ALL SEASONAL FLOWER BEDS SHALL BE A MINIMUM OF TWELVE (12) INCHES DEEP WITH A WELL-BLENDED MIXTURE OF 50% PEAT MOSS & 50% SCREENED TOPSOIL. SEASONAL FLOWER BEDS SHALL RECEIVE "PREEN" HERBICIDE. NO MULCH SHALL BE INSTALLED IN THE SEASONAL FLOWER BEDS.
4. ALL DECIDUOUS AND EVERGREEN TREES SHALL BE STAKED WITH THREE (3) TREE STAKES AS PER TREE PLANTING DETAIL.

LEGEND

DECIDUOUS TREE	
SMALL TREE	
EVERGREEN TREE/SHRUB	
BUSH/ORNAMENTAL GRASS PERENNIAL	
STORM WATER MANAGEMENT AREA	SMA/SWMA

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

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JOHN PETER WOLTHUIS — ROBERT G. WATERMAN — 081 081776 — STATE OF NEW YORK — LICENSED LANDSCAPE ARCHITECT

DRAWING NAME:
Overall Landscpe Plan

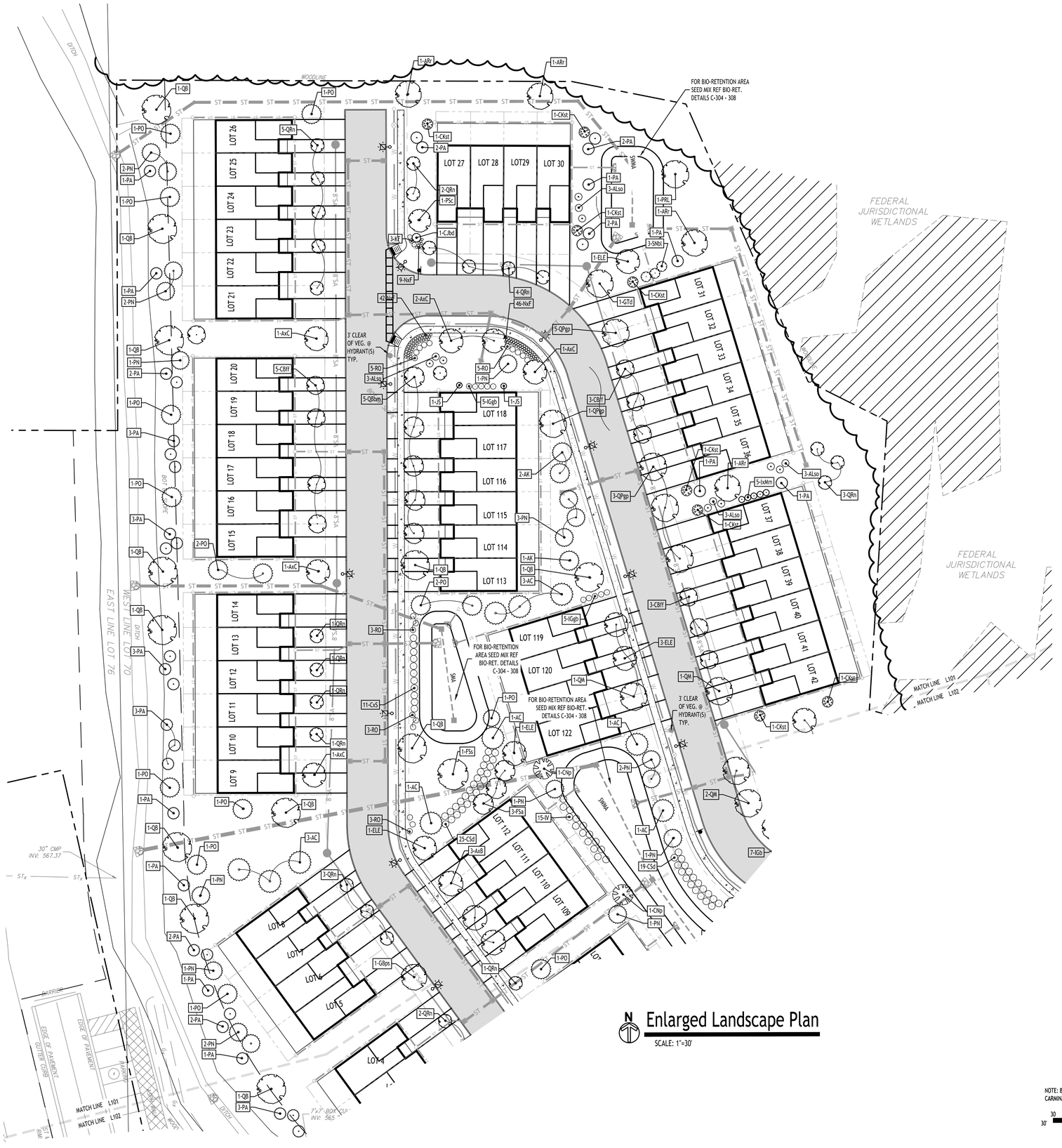
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
L-100

Project No: 25-4080

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Enlarged Landscape Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

PER TOWN OF AMHERST CODE:
ALL REFUSE CONTAINERS & ALL MECHANICAL EQUIPMENT, UTILITY STRUCTURES, MULTIPLE METER BOARDS, GENERATORS, RP2'S, & SIMILAR APPURTENANCES, INCLUDING THOSE WHICH ARE MOUNTED ON ANY PART OF A PRIMARY STRUCTURE SHALL BE SHOWN ON THE SITE PLAN & APPROPRIATELY SCREENED W/ A FENCE, WALL, &/OR LANDSCAPING AS REQUIRED BY 203-7-2-4(C) & 203-7-2-4(D) OF TOWN CODE. SUCH SCREENING SHALL BE SHOWN ON THE PLANS SUBMITTED FOR REVIEW. PROVIDE GATE ON REFUSE ENCLOSURE THAT SHALL BE CLOSED WHENEVER REFUSE CONTAINER(S) ARE NOT BEING SERVICED & ENCLOSURE SHALL BE HIGH ENOUGH TO SCREEN THE REFUSE CONTAINERS WITHIN.

PER TOWN OF AMHERST CODE:
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PER TOWN OF AMHERST CODE:
CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED FROM ALL POSSIBLE TYPES OF ROOT, TRUNK, AND LIMB DAMAGE; INCLUDING BY NOT LIMITS TO, RETAIN WALLS WHICH PREVENT FILLING ON TOP OF ROOTS OR EXCAVATING TREE ROOTS AS PER ZONING ORDINANCE 7-2-3(B)(3).

LANDSCAPE NOTES:

1. ALL PLANTS INSTALLED SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS NOTED ON THE PLANS AND IN THE LATEST EDITION ON THE AMERICAN STANDARD FOR NURSERY STOCK, BY THE AMERICAN ASSOCIATION OF NURSERYMEN, ANSI Z60.1
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFF, THE QUANTITIES SHOWN ARE A MINIMUM AND ARE FOR REFERENCE ONLY.
3. THE CONTRACTOR SHALL PERFORM A ROUGH FIELD STAKEOUT OF ALL PLANTING MATERIAL LOCATIONS AND CONTACT THE OWNERS FIELD REPRESENTATIVE PRIOR TO ACTUALL INSTALLING. THE PLANTING MATERIAL LOCATIONS SHOWN ON THE PLANS ARE TO CONVEY THE DESIGN INTENT ONLY, ACTUAL LOCATIONS WILL BE FINALIZED BY THE OWNERS FIELD REPRESENTATIVE AT THE TIME OF INSTALLATION.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT IF UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE PLANTINGS, ALL PROPOSED PLANTINGS SHALL BE INSTALLED A MINIMUM OF 5' FROM ANY UNDERGROUND UTILITY, CONTACT THE OWNERS FIELD REPRESENTATIVE IF PLANTINGS SHOWN ON THE PLANS VIOLATE THIS SITUATION.
5. ALL TREES SHALL BE INSTALLED A MINIMUM OF 20' FROM ANY OVERHEAD ELECTRIC LINES.
6. PLANTING BACKFILL MIXTURE SHALL CONSIST OF 4 PARTS TOPSOIL, 1 PART PEAT MOSS, ½ PART WELL ROTTED MANURE, 10 LBS 5-10-5 PLANTING FERTILIZER THOROUGHLY MIXED PER CUBIC YARD.
7. STAKE AND WRAP TREES IMMEDIATELY FOLLOWING INSTALLATION.
8. ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED PINE BARK MULCH OVER 10 MIL. WEED MAT EQUAL TO "WEEDBLOCK" BY EASY GARDENER OR DEWITT WEED BARRIER.
9. THE AREAS ON THE PLAN TO BE SEEDED SHALL HAVE 4" MINIMUM OF TOPSOIL, DISK PLOWED, LEVELED AND HAND RAKED SMOOTH. SURFACE SHALL BE ROLLED TO REMOVE LUMPS.
10. ALL SEEDED AREAS SHALL BE HYDROSEEDED IN ACCORDANCE WITH THE SPECIFICATION INDICATED. WHERE REQUIRED BY CLIMATIC CONDITIONS, SLOPE OR SEASON OF PLANTING, SOD MAY BE SUBSTITUTED FOR SEEDING IN ORDER TO ACHIEVE THE REQUIRED COVERAGE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MOWING AND OTHER MAINTENANCE TO SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER, THIS SHALL INCLUDE WATERING DAILY FOR 15 DAYS OR AS REQUIRED BY WEATHER CONDITIONS AND RE-SEEDING OF THIN SPOTS FOLLOWING THE GERMINATION OF THE SEEDS.

PLANTING NOTES:

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3. ALL SEASONAL FLOWER BEDS SHALL BE A MINIMUM OF TWELVE (12) INCHES DEEP WITH A WELL-BLENDED MIXTURE OF 50% PEAT MOSS & 50% SCREENED TOPSOIL. SEASONAL FLOWER BEDS SHALL RECEIVE 'PREEN' HERBICIDE. NO MULCH SHALL BE INSTALLED IN THE SEASONAL FLOWER BEDS.
4. ALL DECIDUOUS AND EVERGREEN TREES SHALL BE STAKED WITH THREE (3) TREE STAKES AS PER TREE PLANTING DETAIL.

LEGEND

DECIDUOUS TREE

SMALL TREE

EVERGREEN TREE/SHRUB

BUSH/ORNAMENTAL GRASS PERENNIAL

STORM WATER MANAGEMENT AREA — SMA/SWMA

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

THE FEDERATED LANDSCAPE ASSOCIATION ROBERT C. WILLIAMS NO. 001106 STATE OF NEW YORK

DRAWING NAME:
Enlarged Landscape Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
L-101

Project No: 25-4080

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N

Enlarged Landscape Plan

SCALE: 1"=30'

PER TOWN OF AMHERST CODE:
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LANDSCAPE NOTES:

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2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFF, THE QUANTITIES SHOWN ARE A MINIMUM AND ARE FOR REFERENCE ONLY.
3. THE CONTRACTOR SHALL PERFORM A ROUGH FIELD STAKEOUT OF ALL PLANTING MATERIAL LOCATIONS AND CONTACT THE OWNERS FIELD REPRESENTATIVE PRIOR TO ACTUALL INSTALLING. THE PLANTING MATERIAL LOCATIONS SHOWN ON THE PLANS ARE TO CONVEY THE DESIGN INTENT ONLY, ACTUAL LOCATIONS WILL BE FINALIZED BY THE OWNERS FIELD REPRESENTATIVE AT THE TIME OF INSTALLATION.
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6. PLANTING BACKFILL MIXTURE SHALL CONSIST OF 4 PARTS TOPSOIL, 1 PART PEAT MOSS, & PART WELL ROTTED MANURE, 10 LBS 5-10-5 PLANTING FERTILIZER THOROUGHLY MIXED PER CUBIC YARD.
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STORM WATER MANAGEMENT AREA — SMA/SWMA

TOWN OF AMHERST APPROVAL BOX:

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 30 0 30 60FT.

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Townhomes at Muir Woods

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DRAWING NAME:
Enlarged Landscape Plan

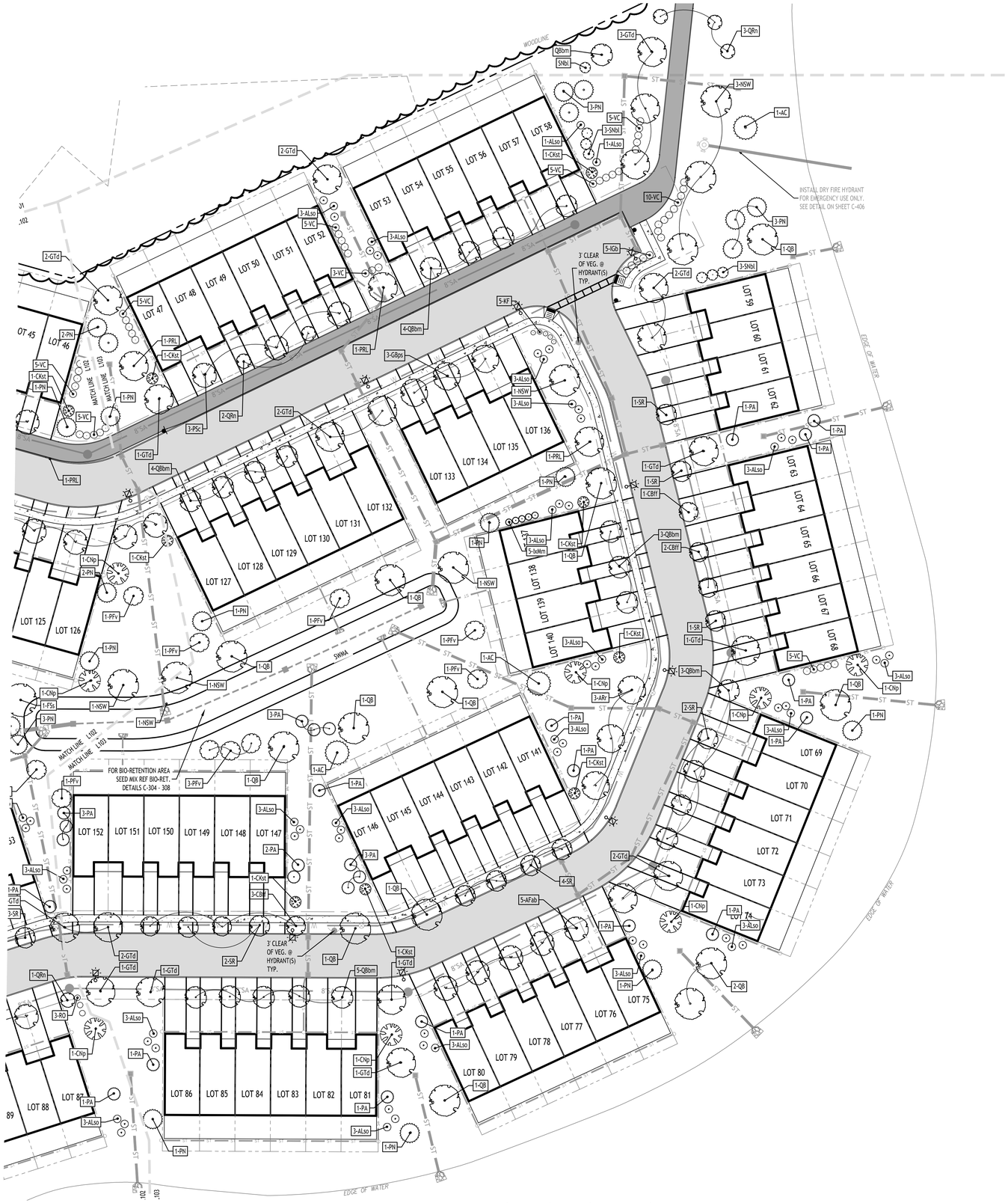
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
L-102

Project No: 25-4080

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Enlarged Landscape Plan

SCALE: 1"=30'

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30' 30 0 30 60Ft.

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DRAWING NAME:
Enlarged Landscape Pan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
C-103

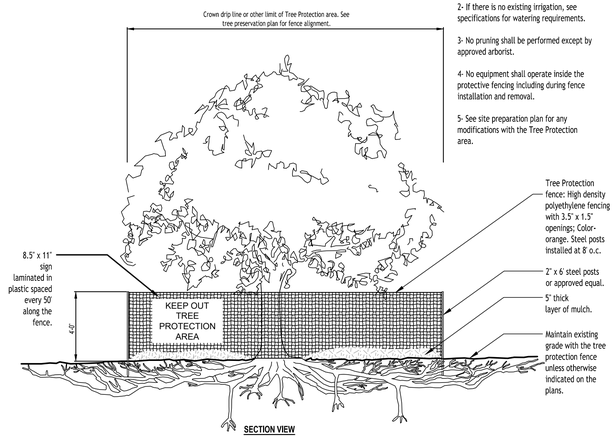
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Plant Schedule - 770 John James Audobon Parkway, Amherst, New York

KEY	QTY.	BOTANICAL NAME	COMMON NAME	MIN. SIZE	REMARKS
		D E C I D U O U S T R E E S			
QB	33	Quercus bicolor	Swamp White Oak	2 1/2" - 3" CAL.	B&B, HT. 60', W 40'
GTd	30	Gleditsia triacanthos I "Draves"	Street Keeper Honey Locust	2 1/2" - 3" CAL.	B&B, HT. 40', W 35'
AxC	17	Aesculus x carnea 'Briotii'	Red Horse Chestnut	2 1/2" - 3" CAL.	B&B, HT. 60', W 40'
AxB	3	Aesculusx bushii 'Aaron 1'-	Mystic Ruby Buckeye	2 1/2" - 3" CAL.	B&B, HT. 30', W 15'
ARr	7	Acer rubrum 'Redpointe'	Sun Valley Red Maple	2 1/2" - 3" CAL.	B&B, HT. 40', W 35'
QM	4	Quercus macrocarpa 'JFS-KW3' PP22815	Urban Pinnacle Oak	2 1/2" - 3" CAL.	B&B, HT. 55', W 25'
AFab	5	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2 1/2" - 3" CAL.	B&B, HT. 40', W 35'
QPgp	5	Quercus palustris 'Green Pillar'	Green Pillar Pin Oak	2 1/2" - 3" CAL.	B&B, HT. 35', W 18'
NSW	7	Nyssa sylvatica 'Wildfire'	Wildfire Tupelo	2 1/2" - 3" CAL.	B&B, HT. 35', W 18'
CBff	17	Carpinus betulus 'Frans Fontaine'	European Hornbeam - Frans Fontaine	2 1/2" - 3" CAL.	B&B, HT. 35', W 15'
QRn	36	Quercus robur x bicolor Nadler PP17604'	Kindred Spirit Oak	2 1/2" - 3" CAL.	B&B, HT. 30', W 6'
QBbm	31	Quercus bicolor 'Bonnie & Mike'	Bonnie & Mike Oak	2 1/2" - 3" CAL.	B&B, HT. 40', W 15'
FSbt	10	Nyssa sylvatica 'JFS-red'	Fire Starter Back Tupelo	2 1/2" - 3" CAL.	B&B, HT. 35', W 18'
FSa	8	Fagus asplenifolia	Fernleaf Beech	2 1/2" - 3" CAL.	B&B, HT. 35', W 25'
GBps	12	Ginkgo biloba 'Princeton Sentry'	Prnceton Sentry Ginkgo(Maidenhair Tree)	2 1/2" - 3" CAL.	B&B, HT. 40', W 20'
FSs	5	Fagus sylvatica 'Riversii'	Rivers Purple Beech	2 1/2" - 3" CAL.	B&B, HT. 60', W 40'
PSc	8	Prunus sargenti 'Columnaris'	Columnar Sargent Cherry	2 1/2" - 3" CAL.	B&B, HT. 35', W 15'
PRL	6	Robinia pseudoacacia 'Purple Robe'	Purple Robe Black Locust	2 1/2" - 3" CAL.	B&B, HT. 35', W 15'
ELE	8	Ulmus parviflora 'BNSUBF'	Everclear Lacebark Elm	2 1/2" - 3" CAL.	B&B, HT. 40', W 20'
		S M A L L / O R N A M E N T A L T R E E S			
CKst	24	Cornus kousa "Snow Tower 'PPAF'	Snow Tower Kousa Dogwood	1 1/2" x 2 1/2" CAL.	B&B, HT. 15', W 8'
SR	17	Syringa reticulata	Ivory Silk Lilac	1 1/2" X 2 1/2" CAL.	B&B, HT. 20', W 15'
ALso	80	Amelanchier laevis 'Standing Ovation'	Standing Ovation Serviceberry	1 1/2" x 2" CAL.	B&B, HT. 20', W 15'
		E V E R G R E E N T R E E S			
JS	17	Juniperus scopolarum 'Skyrocket'	Skyrocket Juniper	6-8' Tall	B&B, HT. 16', W 4'
PA	70	Picea abies 'Hillside upright'	Norway Spruce - Upright	6-8' Tall	B&B, HT. 20', W 8'
AC	16	Abies concolor	White Fir	6-8' Tall	B&B, HT. 60', W 20'
JV	12	Juniperus virginiana 'Emerald Sentinel'	Eastern Red Cedar	6-8' Tall	B&B, HT. 20', W 8'
CNp	13	Chamaecyparis nootkatensis 'Pendula'	Weeping Nootka Cypress	6-8' Tall	B&B, HT. 20', W 8'
PFv	14	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6-8' Tall	B&B, HT. 20', W 8'
CJbd	3	Cryptomeria Japonica 'Black Dragon'	Back Dragon Japanese cedar	6-8' Tall	B&B, HT. 30', W 15'
PN	77	Pinus nigra	Austrian Pine	6-8' Tall	B&B, HT. 40', W 20'
PO	16	Picea omorika	Siberian Spruce	6-8' Tall	B&B, HT. 40', W 12'
AK	3	Abies koreana	Korean Fir	6-8' Tall	B&B, HT. 35, W 12'
GG	23	Juniperus chinensis 'Spartan'	Spartan Juniper	6-8' Tall	B&B, HT. 16', W 6'
		S H R U B S			
IGb	24	Ilex glabra compacta	Inkberry Holly - Compact	24-36" Tall	B&B, HT. 4', W 4'
CSd	44	Cornus sericea	Red Twig Dogwood	24-36" Tall	B&B, HT. 4', W 4'
IGgb	20	Ilex glabra 'Gem Box'	Gem-box Inkberry Holly	24-36" Tall	B&B, HT. 4', W 4'
IxM	15	Ilex x meserveae	Blue Princess Holly	24-36" Tall	B&B, HT. 5', W 5'
SNbl	16	Sambucus nigra 'Eva' Black Lace	Black Elder	24-36" Tall	B&B, HT. 4', W 3'
IV	15	Ilex verticillata	Winterberry Holly	24-36" Tall	B&B, HT. 7', W 5'
VC	48	Viburnum carlesii	Korean Spice Viburnum	24-36" Tall	B&B, HT. 5', W 5'
AFR	32	Cornus stolonifera 'Arctic Fire'	Arctic Fire Red Twig Dogwood	24-36" Tall	B&B, HT. 4', W 4'
CxS	11	Chaenomeles speciosa 'Scarlet Storm'	Double Take Scarlet Flowering Quince	24-36" Tall	B&B, HT. 6', W 6'
JcC	2	Juniperus communis 'Compressa'	Pencil Point Juniper	24-36" Tall	B&B, HT. 5', W 2'
		G R A S S E S / P E R E N N I A L S / G R O U N D C O V E R S			
RO	25	Andropogon Gerardii 'Red October'	Red October Big Blue Stem	18-24" Tall	Cont. #3, HT. 4', W 4'
KF	22	Calamagrostis x acutiflora	Karl Foerster Reed Grass	18-24" Tall	Cont. no.3 - 3'Tall, 3'Wide
NxF	97	Nepeta x fraassenii	Nepeta - Walkers Low Catmint	6-12" Tall	Cont. no.3 - 18" Tall, 1-4'Wide
PV	6	Panicum virgatum dreamcatcher 'Smoky Rose'	Smoky Rose Switch Grass	18-24" Tall	Cont. no.3 - 30" Tall, 2' Wide
PMsm	6	Pinus mugo 'Slowmound'	Slowmound Mugo Pine	18-24" Tall	Cont. no.3 - 30" Tall,4' Wide



Notes:
1- See specifications for additional tree protection requirements.

2- If there is no existing irrigation, see specifications for watering requirements.

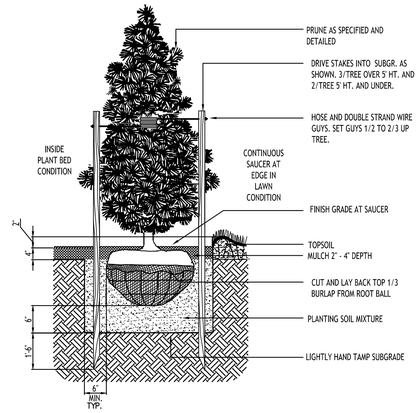
3- No pruning shall be performed except by approved arborist.

4- No equipment shall operate inside the protective fencing including during fence installation and removal.

5- See site preparation plan for any modifications with the Tree Protection area.

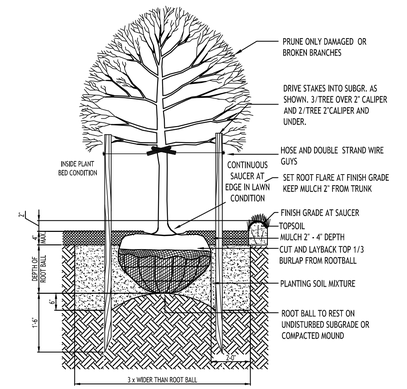
TREE PROTECTION / SAFETY NETTING

NO TO SCALE



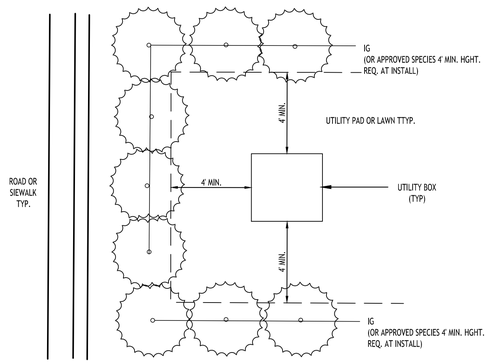
STD. EVERGREEN PLANTING

NOT TO SCALE



STD. DECIDUOUS TREET PLANTING

NOT TO SCALE



TYPICAL CONDITION PLAN VIEW (NTS)

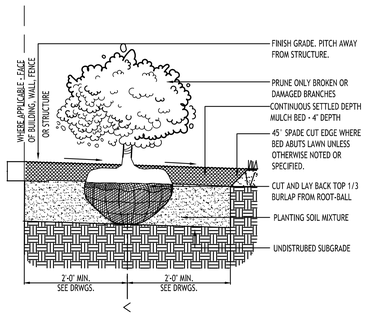
NOTES:

1. USE EVERGREEN SHRUBS TO SCREEN ALL ABOVEGROUND UTILITY BOXES AND INFASTRUCTURE FROM ADJACENT ROAD OR SIDEWALK PER TOWN OF AMHERST CODE
2. PROVIDE A MINIMUM 4' OFFSET FROM THE SHRUBS PLANTED EDGE TO THE EDGE OF THE UTILITY BOX TO ALLOW ENOUGH CLEARANCE FOR UTILITY MAINTENANCE TO BE PERFORMED

TYPICAL SHRUB PLANTING TO SCREEN UTILITY INFASTRUCTURE

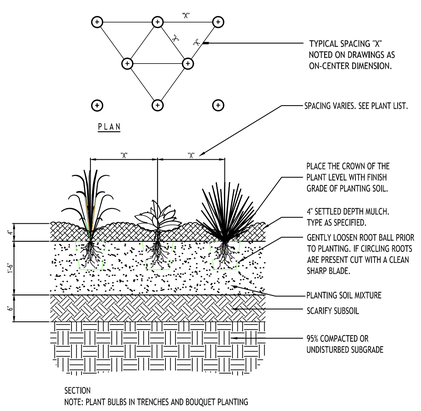
DECIDUOUS TREE PLANTING - MULTI - STEM

NO TO SCALE



STD. SHRUB PLANTING

NOT TO SCALE



SECTION
NOTE: PLANT BULBS IN TRENCHES AND BOUQUET PLANTING

GROUND COVER PLANT SPACING

NO TO SCALE

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
2	Rev. Per Town Comments	07/28/2026
1	Rev. Per Town Comments	09/29/2026
A	Rev. Per Town Comments	10/30/2026



DRAWING NAME:

Landscape Details
Plant Schedule

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

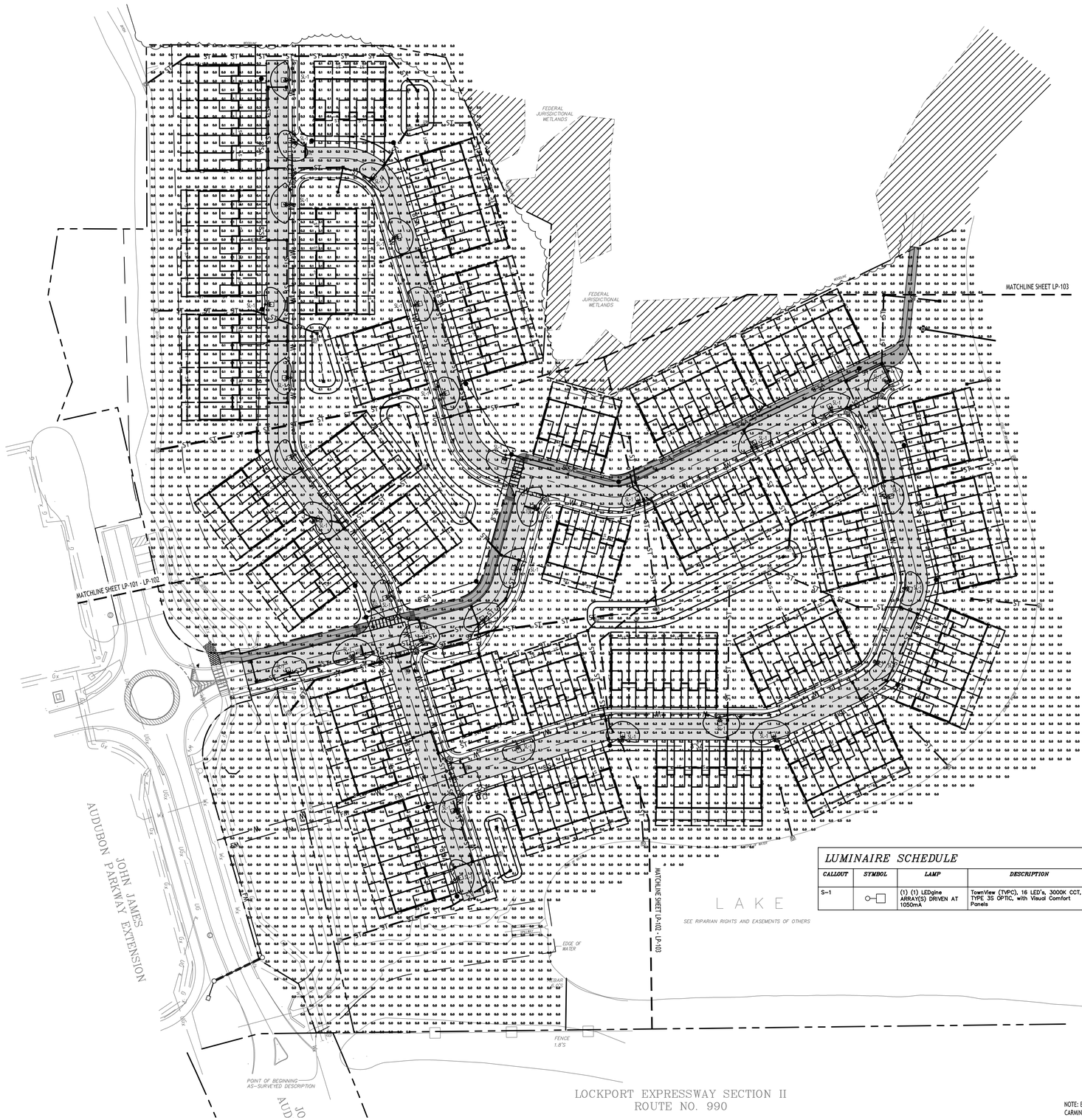
DRAWING NO.

L-104

Project No: 25-4080

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Overall Lighting Plan

SCALE: 1"=60'

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1	NOTE 2	QUANTITY	LUMENS / LAMP	TOTAL LUMENS
S-1		(1) (1) LEDgine ARRAY(S) DRIVEN AT 1050mA	TownView (TVPC), 16 LED's, 3000K CCT, TYPE 3S OPTIC, with Visual Comfort Panels	ELECTRONIC	POLE	SIGNIFY HADCO; TVPC-S3-S-16-G1-7-3W-730-A-N-R7-N-SP1-N-N-N-BKS	120V 1P 2W	BUG Rating: B1-U3-G1	Mounting Height: 20.0'	32	2865	2865

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.

TOWN OF AMHERST APPROVAL BOX:

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

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REVISIONS:

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1	Rev. Per Town Comments	07/28/2026
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3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Overall Lighting Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
LP-100

Project No: 25-4080

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Enlarged Lighting Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60Ft.

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1	NOTE 2	QUANTITY	LUMENS / LAMP	TOTAL LUMENS
S-1	○—□	(1) (1) LEDgine ARRAY(S) DRIVEN AT 1050mA	TownView (TVPC), 16 LED's, 3000K CCT, TYPE 3S OPTIC, with Visual Comfort Panels	ELECTRONIC	POLE	SIGNIFY HADCO, TVPC-S3-S-16-G1-7-3W-730-A-N-R7-N-SP1-N-N-N-BKS	120V 1P 2W	BUG Rating: B1-U3-G1	Mounting Height: 20.0'	32	2865	2865

TOWN OF AMHERST APPROVAL BOX:

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

CARMINAWOOD DESIGN
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REVISIONS:

No.	Description	Date
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3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK * CHRISTOPHER WOOD * LICENSED PROFESSIONAL ENGINEER 076394

Sealed 10/29/2026

DRAWING NAME:
Enlarged Lighting Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
LP-101

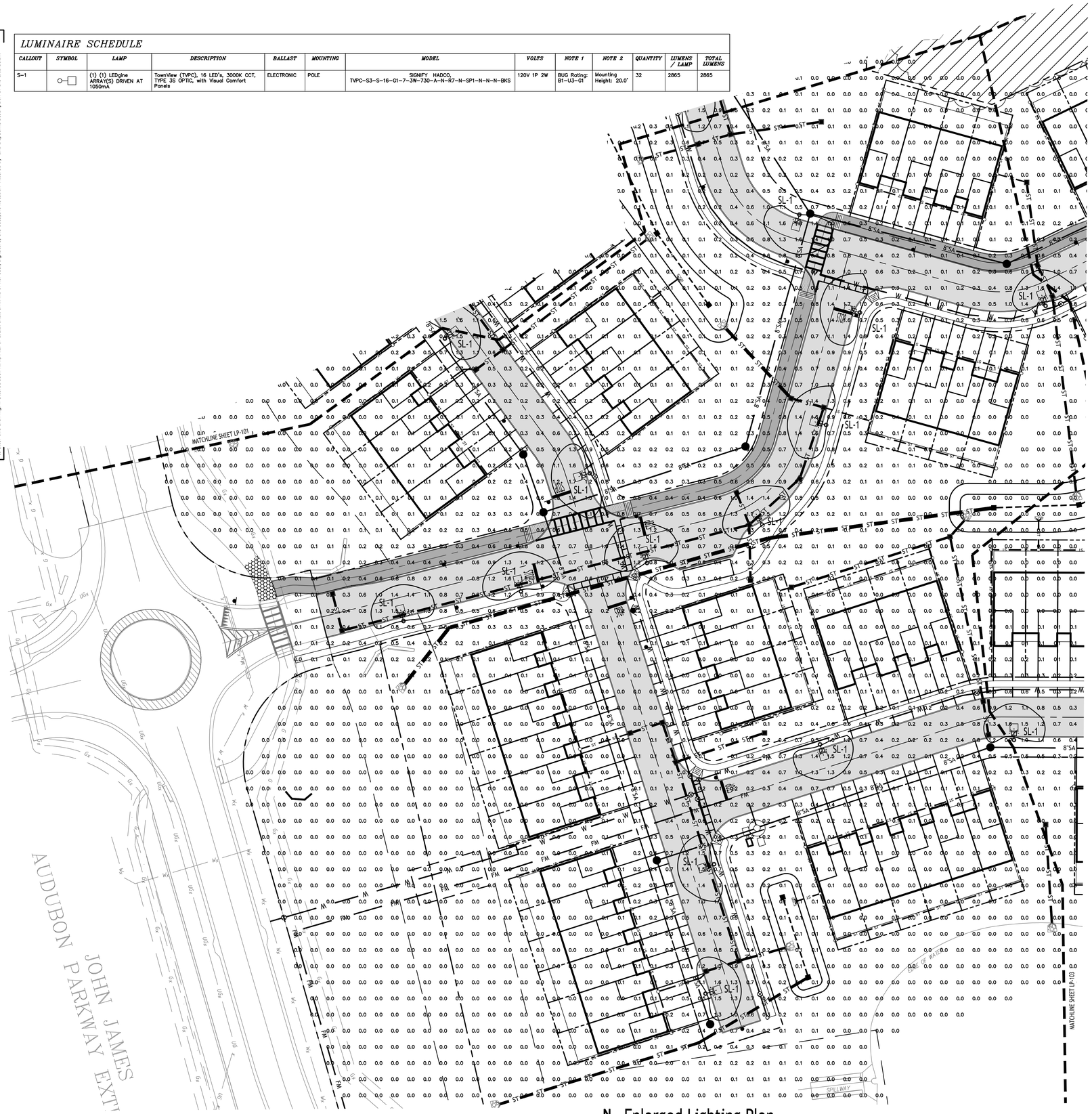
Project No: 25-4080

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LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1	NOTE 2	QUANTITY	LUMENS / LAMP	TOTAL LUMENS
S-1	○-□	(1) (1) LEDgine ARRAY(S) DRIVEN AT 1050mA	TownView (TVPC), 16 LED's, 3000K CCT, TYPE 3S OPTIC, with Visual Comfort Panels	ELECTRONIC	POLE	SIGNIFY HADCO, TVPC-S3-S-16-G1-7-3W-730-A-N-R7-N-SP1-N-N-N-BKS	120V 1P 2W	BUG Rating: B1-U3-G1	Mounting Height: 20.0'	32	2865	2865



N

Enlarged Lighting Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 30 0 30 60FL.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

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STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Enlarged Lighting Plan

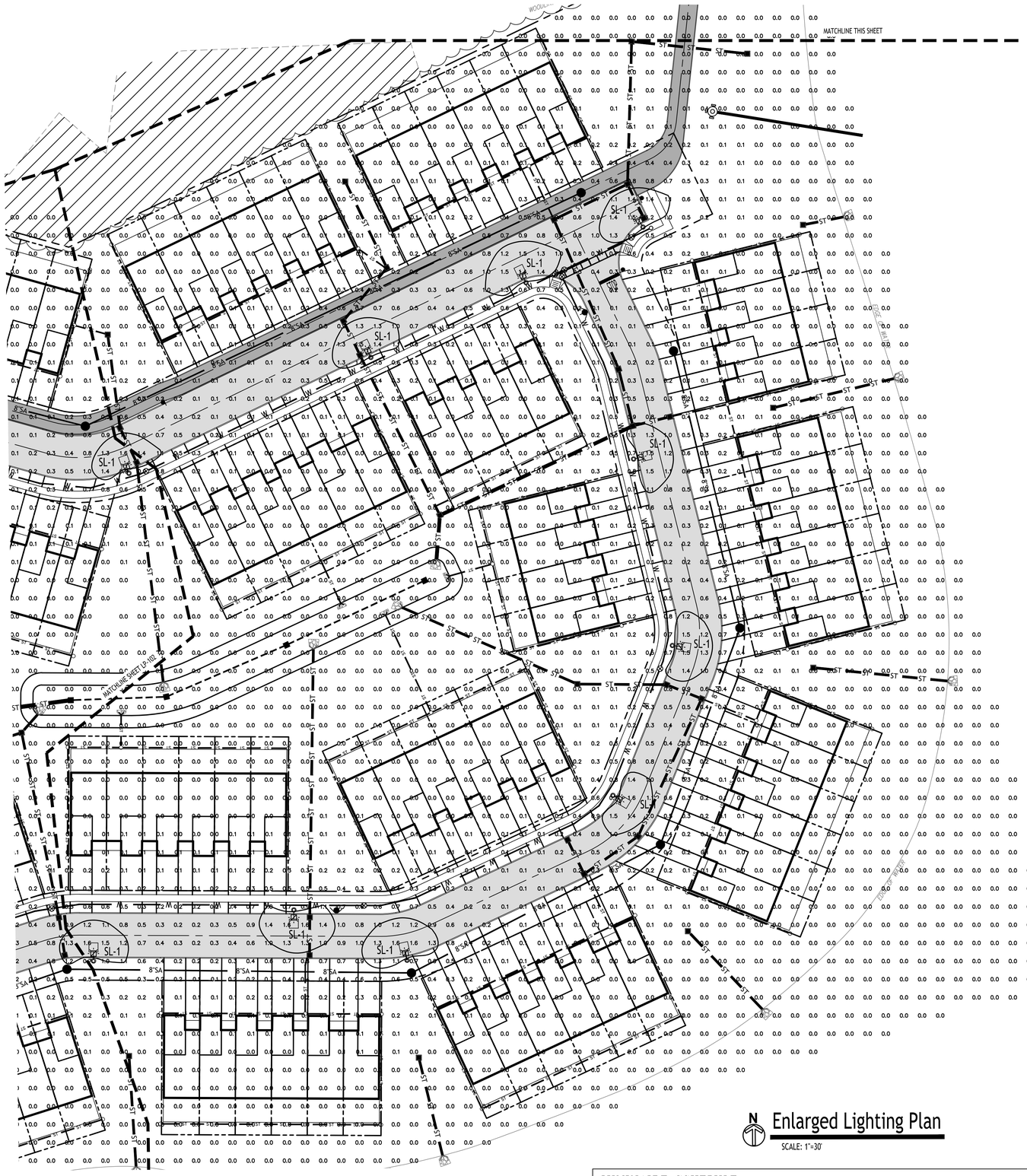
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LP-102

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Enlarged Lighting Plan

SCALE: 1"=30'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30 0 30 60Ft.

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1	NOTE 2	QUANTITY	LUMENS / LAMP	TOTAL LUMENS
S-1		(1) (1) LEDgine ARRAY(S) DRIVEN AT 1050mA	TownView (TVPC), 16 LED's, 3000K CCT, TYPE 3S OPTIC, with Visual Comfort Panels	ELECTRONIC	POLE	SIGNIFY HADCO, TVPC-S3-S-16-G1-7-3W-730-A-N-R7-N-SP1-N-N-N-BKS	120V 1P 2W	BUG Rating: B1-U3-G1	Mounting Height: 20.0'	32	2865	2865

TOWN OF AMHERST APPROVAL BOX:

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

CARMINA WOOD DESIGN
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REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
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3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:
Enlarged Lighting Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
LP-103

Project No: 25-4080

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HADCO
by ⓘignify

Urban
TownView
TVPC/TVPR
Post top and arm mount luminaire



Hadco TownView LED post top luminaires were designed to eliminate the compromises of performance, comfort, style options and value when choosing the right lighting solution for residential street and pedestrian area. The horizontal lens option reduces glare to enhance a sense of security with increased visual comfort. TownView offers design flexibility with a variety of style options, lumen packages, a range of control options and more at exceptional value.

Provide:
TVPR-S3-S-16-G1-7-3W-730-A-N-R7-N-SP1-N-N-BKS
example: TVPC-S3-S-S2-G1-7-3S-730-A-N-R7-N-SP1-N-N-BKS

Ordering guide: Luminaire

Series	Mounting	Roof option	LED module	Generation	Drive current	Distribution	Color temp.	Voltage	Driver Option [1]
TVPC TownView with visual comfort optics TVPR TownView with vertical ribbed panels	A Arm Mt L4 Large Post Top Fitter 4" (bad less entry) L2 Large Post Top Fitter 3" (bad less entry) S2 Small Post Fitter 2-3/8" S3 Small Post Fitter 3" S4 Small Post Fitter 4"	S Square Roof C* Curved Roof	16 16 LEDs 32 32 LEDs 48 48 LEDs	G1 Gen 1 G1 Gen 1 G1 Gen 1	7 530 mA 9 700 mA 1 1050 mA 5 530 mA 7 700 mA 8 800 mA 1 1050 mA 6 530 mA 7 700 mA	3W Type 2 House-side shield 2S Type 2 Short 3S Type 3 Short 3SH Type 3 House-side shield 2W Type 2 Wide 3WH Type 3 Wide House-side shield 5 Type 5	730 3000K (70 CRI) 740 4000K (70 CRI) 827 2700K (80 CRI)	A 120-277V 4 480V K 347V	DA [1] 4 Hrs 25% Reduction DB [1] 4 Hrs 50% Reduction DC [1] 4 Hrs 75% Reduction DD [1] 5 Hrs 25% Reduction DE [1] 6 Hrs 50% Reduction DF [1] 6 Hrs 75% Reduction DG [1] 8 Hrs 25% Reduction DH [1] 8 Hrs 50% Reduction DJ [1] 8 Hrs 75% Reduction DL [1,4] DALI (default logwithlinc) CLO [1] Constant light output ADT [1] Adjustable Startup time DTL [1] Over the life (default L70 hrs) S [1] FAWS Field adjustable wattage selector SRD [1,5] Sensor ready driver (programmed configuration) N None

Ordering guide (continued)

Photo Control Receptacle	Sensor Receptacle [2]	Surge Protection	Term Block	Decorative Option	Bird Guard	Finish [3]
R7 K7 7 Pin locless rotatable standard - no photocell PH6 * 7 Pin locless rotatable standard - with photocell PH9 7 Pin locless rotatable standard - with shorting cap PH3 * 7 Pin locless rotatable standard - with long life photocell	N N None	SP1 SP1 120V/208V/240V/277V Surge Protector SP2 208V/208/480V Surge Protector	N N Terminal Block M None	N L * Ladder Rest N None	N N None	BKS Black Smooth WHS White Smooth BZS Bronze Smooth GNS Green Smooth BK Black Texture WH White Texture BZ Bronze Texture GN Green Texture

Footnotes **see page 2.**

TVPC/TVPR TownView

Post top and arm mount luminaire

Ordering Guide: Arm mount

Must be ordered as a separate line item (if Arm Mount option is chosen for fixture).

Code	Mount	Width	Options	Finish
TV	A	55	S	BKS
TV TownView	A Arm Mount	55 5.5" wide	S Decorative Scroll	BKS Black Smooth WHS White Smooth BZS Bronze Smooth GNS Green Smooth BK Black Texture WH White Texture BZ Bronze Texture GN Green Texture

Only available with Square roof

Footnotes

1 Only S Square roof available with A Arm Mount
2 Consult factory for information and lead time.
3 Only pick one option from the Control list - for multi-pile control options consult the factory
4 This option requires more information contact factory
5 Only available with 120-277 V
6 Ladder rest option not available with Arm Mount
7 Not available with 347V
8 Order a TVLN (no panel version if you want the SR Receptacle option) Or darkbutt factory to review sensor compatibility with panels.
9 Where any inset option than **BKS** or **BK** is selected cupola will be metal and painted to match finish. Cupola supplied with **BKS** or **BK** finish option may be used with Intersect City Astro-Clock node. If using Intersect City with other finishes, cupola must be removed and Astro-Clock node is not required.
10 Position 10 is open for receptacle control, must use one or the other not both.
11 SR Receptacle only available with 32 LED (receptacle is mounted in the middle of the board) and **SRD** Driver is required if you choose this receptacle.

Dimensions: Arm mount

TVPx-A-S

Arm: Made of aluminum tubing

Decorative Element: Ben; aluminum decorative channel scroll mechanically assembled.

Mounting Plate: Made of aluminum, mechanically fastened to the pole.



EPA Values

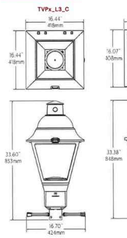
	Weight	EPA
TVPx-A-S	14 lbs	1.95 ft².

TVPC/TVPR TownView

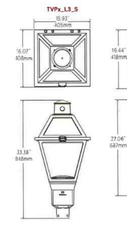
Post top and arm mount luminaire

Dimensions: Luminaire

TVPx_L3_C



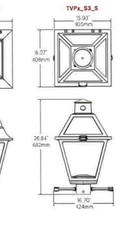
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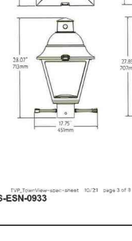
TVPx_S3_C



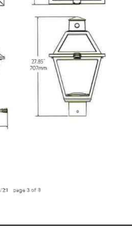
TVPx_S3_S



TVPx_S4_C



TVPx_S4_S



EPA Values

	Weight	EPA
TVPx-L3-C	24.75 lbs	1.75 sq. ft.
TVPx-L3-S		
TVPx-S2/S3-C	23.50 lbs	1.49 sq. ft.
TVPx-S2/S3-S		
TVPx-S4-C	24.38 lbs	1.54 sq. ft.
TVPx-S4-S		
TVPx-A-S	22.13 lbs	1.39 sq. ft.

TVPC/TVPR TownView

Post top and arm mount luminaire

LED Lumen values - TVPR (Vertical Ribbed Panels and House-side shield)

Ordering Code	LED qty	System Current (mA)	Color Temp.	Avg. System Wattage (W)	Type 2S/5 Lumen Output	Type 2S/5 EffiCacy (LPW)	Type 2S/5 BUG Rating	Type 3S Lumen Output	Type 3S EffiCacy (LPW)	Type 3S BUG Rating	Type 3SH/5 Lumen Output	Type 3SH/5 EffiCacy (LPW)	Type 3SH/5 BUG Rating
TVPR-16-G1-S-730	16	530	3000	13	2,210	76	B1-U2-G1	2,457	85	B1-U2-G1	2,265	78	B1-U3-G1
TVPR-16-G1-7-730	16	700	3000	18	2,756	73	B1-U2-G1	3,108	82	B1-U2-G1	2,865	75	B1-U3-G1
TVPR-16-G1-9-730	16	900	3000	26	3,411	70	B1-U2-G1	3,814	78	B1-U3-G1	3,516	72	B1-U3-G1
TVPR-16-G1-1-730	16	1050	3000	32	3,866	68	B1-U3-G1	4,295	75	B1-U3-G1	3,963	70	B1-U3-G1
TVPR-32-G1-S-730	32	530	3000	33	4,253	80	B1-U3-G1	4,670	85	B1-U3-G1	4,475	84	B1-U3-G1
TVPR-32-G1-7-730	32	700	3000	39	5,385	77	B1-U3-G1	5,920	83	B1-U3-G1	5,618	80	B1-U3-G2
TVPR-32-G1-8-730	32	800	3000	80	5,992	75	B1-U3-G1	5,476	81	B1-U3-G1	6,368	78	B1-U3-G2
TVPR-32-G1-1-730	32	1050	3000	108	7,527	69	B2-U3-G2	8,015	75	B2-U3-G2	7,889	73	B2-U3-G2
TVPR-48-G1-S-730	48	530	3000	81	6,502	80	B1-U3-G2	7,028	87	B1-U3-G2	6,824	84	B1-U3-G2
TVPR-48-G1-7-730	48	700	3000	105	8,182	78	B2-U3-G2	8,822	84	B2-U3-G2	8,566	82	B2-U3-G2
TVPR-16-G1-S-740	16	530	4000	29	2,459	85	B1-U2-G1	2,731	92	B1-U2-G1	2,490	85	B1-U3-G1
TVPR-16-G1-7-740	16	700	4000	39	3,074	80	B1-U2-G1	3,418	89	B1-U2-G1	3,150	82	B1-U3-G1
TVPR-16-G1-9-740	16	900	4000	49	3,772	76	B1-U3-G1	4,193	85	B1-U3-G1	3,866	78	B1-U3-G1
TVPR-16-G1-1-740	16	1050	4000	58	4,231	74	B1-U3-G1	4,726	82	B1-U3-G1	4,357	75	B1-U3-G1
TVPR-32-G1-S-740	32	530	4000	54	4,690	87	B1-U3-G1	5,066	94	B1-U3-G1	4,901	91	B1-U3-G2
TVPR-32-G1-7-740	32	700	4000	71	5,920	83	B1-U3-G2	6,396	90	B1-U3-G2	6,213	88	B1-U3-G2
TVPR-32-G1-8-740	32	800	4000	81	6,569	81	B1-U3-G2	7,100	88	B1-U3-G2	6,914	85	B1-U3-G2
TVPR-32-G1-1-740	32	1050	4000	110	8,276	75	B2-U3-G2	8,944	82	B2-U3-G2	8,685	79	B2-U3-G2
TVPR-48-G1-S-740	48	530	4000	82	7,061	86	B1-U3-G2	7,727	93	B1-U3-G2	7,532	92	B1-U3-G2
TVPR-48-G1-7-740	48	700	4000	106	8,574	81	B2-U3-G2	9,699	92	B2-U3-G2	9,418	89	B2-U3-G2

Actual performance may vary due to installation variables including optics, mounting ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at outdoorlighting.applications@philips.com. Consult DLC QPL to confirm your specific fixture selection is DLC approved.

Note: Some data may be scaled based on tests of similar but not identical luminaries.

Specifications

Housing

Roof and Cage: Two Style options
C: Curved Roof and S: Square Roof. Tool-less latch made of stainless steel allows for quick access inside of the hinged roof to locate the driver, surge protector and optional FAWs (field adjustable wattage solution). Roof and Cage made of 360 low-copper die-cast, aluminum alloy. Decorative Cupola on top of roof covers the 7 pin NEMA socket.
Panels: Two panel options made of U.V. Stabilized Acrylic.
O: Visual Comfort panels help to eliminate glare and pixelization and give a soft glow at night.
R: Vertical Ribbed panels, for a clear look during the day and performance at night.
All panels have tool-less removal for ease of cleaning or replacement. (exception for arm mount)
Fitter: Two fitter options. L: Large Utility Fitter with tool-less door to access the terminal block and wiring. Available in 3" or 4"
O: S: Small Fitter. Small fitter available in 2" 3/8, 3" or 4". Large 4" fitter uses a secondary adaptor to achieve 4" opening.

Light Engine

Composed of 4 main components: **LED Module / Optical System / Heat Sink / Driver.**
Electrical components are RoHS compliant, IP66 sealed light engine LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan.

LED Module

Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin 2700 Kelvin nominal (2725-2relvin) CRI 80 min. 3000 Kelvin nominal (3045K +/- 175K) or 4000 Kelvin nominal (3985K +/- 275K), CRI 70 Min. 75 Typical. Other CCT/CRI also available, consult factory.

Heat Sink

Made of die cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device). Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F.

Optical System

Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. System is rated IP66. Performance shall be tested per LM-83, LM-79 and TM-15 (IESNA) certifying its photometric performance. Type **2S, 3S, 3W** and **Type 5** Street side indicated, mouse side shield optional (can be field installed) **2SH:** Type 2 with House Side Shield, **3SH:** Type 3 short with house side shield, **3WH:** Type 3 Wide with House side shield

TVPC/TVPR TownView

Post top and arm mount luminaire

Specifications (continued)

Driver:

Driver comes standard with 0-10V dimming capability. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277, 347 and 480 VAC rated for both application (in line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40°F (4°C) to 130°F (55°C). Certified in compliance to UL1310 cULus requirement. (dry and damp location).] The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Integrated Features

R7*: Tool-less rotatable receptacle with 7-pins enabling dimming and additional functionality (to be determined), can be used with a twist lock interact City node or photoelectric cell or a shorting cap
SP1: Surge protection device tested in accordance with ANSI/IEEE C62. 45 per ANSI/ IEEE C62. 41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA.
SP2: Optional 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.
NEMA Labels: Installed NEMA label, ANSI C136.15 – 2015 compliant. Consult factory for other labeling needs.
Please note that these integrated features always come with the luminaire.
* Use of photoelectric cell or shorting cap is required to ensure proper illumination.

Driver and Luminaire Options

Dimming Options:
DA: 4 Hrs 25% reduction
DB: 4 Hrs 50% reduction
DC: 4 Hrs 75% reduction
DD: 6 Hrs 25% reduction
DE: 6 Hrs 50% reduction
DF: 6 Hrs 75% reduction
DG: 8 Hrs 25% reduction
DH: 8 Hrs 50% reduction
DJ: 8 Hrs 75% reduction
DL: Pre-set driver compatible with the DALI control system. Logwithlinc standard
ADT: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.
CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.
OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.
FAWS: Field Adjustable Wattage Selector, pre-set to the highest position, can be easily switched in the field to the required position. This reduces total luminaire wattage consumption and reduces the light level - see the FAWS multiplier chart for more details.
Note: It is not recommended to use FAWS with other dimming or controls. If you do, set the switch to position 10 (maximum output) to enable the other dimming or controls. Switching FAWS to any position other than 10 will disable the other dimming or controls.
DALI: Pre-set driver compatible with DALI control system.
SRD: Sensor Ready Driver including SR communication (used for dimming and other functionalities), 24V auxiliary supply and a logical signal input (LSI) connected to the top NEMA twist lock receptacle.
SRDH: Sensor Ready Driver including SR communication (used for dimming and other functionalities) but with 24V auxiliary supply and a logical signal input (LSI) not connected to the top NEMA twist lock.

PH6: 7 Pin Tooless rotatable standard - with photocell. Photocell has dimensional limits: 3" dia x 2" tall (for non black finishes only)



PH9: 7 Pin Tooless rotatable standard - with shorting cap



PH3: 7 Pin Tooless rotatable standard - with long life photocell. Photocell has dimensional limits: 3" dia x 2" tall (for non black finishes only)



SR: Sensor ready receptacle located on the heat sink between two LED boards. Cannot be combined With 16 or 48 LED's or horizontal lens. Contact factory for use with panel **TVP** options.



L: Decorative Ladder Rest; Ships in two pieces and on site



2H, 3SH, 3WH: House side shield option



TVPC/TVPR TownView

Post top and arm mount luminaire

Specifications (continued)

Luminaire Useful Life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750. System Reliability Tool. Philips Advance data and LED manufacturer LM-80/TM-21 data, expected to reach 100,000 + hours (72W(3),80 and 108W48L(R) at 700mA) or 84,500 hours (108W(3),80 and 160W48L(R) at 1050mA) with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors: including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Wiring

18AWG wire, 6" (15mm) minimum extending from luminaire.

Optional Terminal block

Terminal block connector 600V, 85A for use with #14-2 AWG wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time-delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses. Fuses and holders by others or consult factory

Hardware

All non-ferrous fasteners prevent corrosion and ensure longer life. All seals and sealing devices are made and/or lined with EPDM silicone rubber.

Finish

Color in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ±1 mils / 24 microns of tolerance. The Thermosetting resins provides a discolorsion resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D823 standard and humidity proof in accordance with the ASTM D2247 standard.
The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

BKS: Black Smooth
WHS: White Smooth
BZS: Bronze Smooth
GNS: Green Smooth
BK: Black Texture
WH: White Texture
BZ: Bronze Texture
GN: Green Texture

LED products manufacturing standard

The electronic components sensitive to electrostatic discharge (ESD) such as light-emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance

S2, S3, S4 Fitter and A Arm Mount Meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested for 3G over 100,000 cycles).

Certifications and Compliance

cETL listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL998 compliant. ETL listed to U.S. safety standards for wet locations cETL listed to Canadian safety standards for wet locations. LM80 & LM79 tested. Listed on the Design Lights TM Consortium (DLC) Qualified Products List (QPL), ANSI C136 standards: 2, 3, 10, 14, 15, 22, 25, 31, 37, 41.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away.
For more details visit: **philips.com/servicetag**

Limited Warranty

5 year standard warranty. Options available for extended warranties - contact factory
See **signify.com/warranties** for details and restrictions.

Brackets and Poles

Visit the website for pole and post top bracket options.

ⓘsignify
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Telephone 800-668-9008
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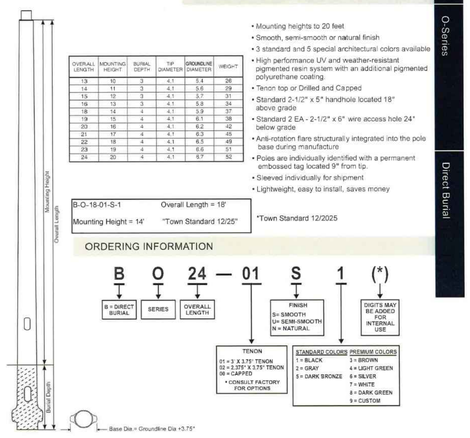
Shakespeare
valmont Structures

ROUND TAPERED COMPOSITE LIGHT POLE
DIRECT BURIAL INSTALLATION

O-SERIES

Composite Light pole
O-Series
Direct Burial

SHAKESPEARE O-SERIES DIRECT BURIAL POLES



OVERALL LENGTH	MOUNTING HEIGHT	BURIAL DEPTH	TIP DIAMETER	GROUNDLINE DIAMETER	WEIGHT
13	10	3	4.1	5.4	26
14	11	3	4.1	5.6	29
15	12	3	4.1	5.7	31
16	13	3	4.1	5.8	34
18	14	4	4.1	5.9	37
19	15	4	4.1	6.1	38
20	16	4	4.1	6.2	42
21	17	4	4.1	6.3	45
22	18	4	4.1	6.5	49
23	19	4	4.1	6.6	51
24	20	4	4.1	6.7	52

- Mounting heights to 20 feet
- Smooth, semi-smooth or natural finish
- 3 standard and 5 special architectural colors available
- High performance UV and weather-resistant pigmented resin system with an additional pigmented polyurethane coating
- Tenon top or Drilled and Capped
- Standard 2-1/2" x 5" handhole located 18" above grade
- Standard 2 EA - 2-1/2" x 6" wire access hole 24" below grade
- Anti-rotation flare structurally integrated into the pole base during manufacture
- Poles are individually identified with a permanent embossed tag located 9" from tip.
- Sleeved individually for shipment
- Lightweight, easy to install, saves money

B-O-18-01-S-1 Overall Length = 18'
Mounting Height = 14' "Town Standard 12/25"
*Town Standard 12/2025

ORDERING INFORMATION

B O 24 — 01 S 1 (*)

- B = DIRECT BURIAL
- SERIES
- OVERALL LENGTH
- TENON: 01 = 3' X 3.75" TENON; 02 = 2.375" X 3.75" TENON; 00 = CAPPED; * CONSULT FACTORY FOR OPTIONS
- FINISH: S= SMOOTH; U= SEMI-SMOOTH; N = NATURAL
- STANDARD COLORS: 1 = BLACK; 2 = GRAY; 5 = DARK BRONZE
- PREMIUM COLORS: 3 = BRONN; 4 = LIGHT GREEN; 6 = SILVER; 7 = WHITE; 8 = DARK GREEN; 9 = CUSTOM
- DIGITS MAY BE ADDED FOR INTERNAL USE

SHAKESPEARE - VALMONT COMPOSITE STRUCTURES, INC. 19845 U.S. HIGHWAY 76 - NEWBERRY, SC 29108 USA
803.276.5504 - 800.800.9008 - FAX: 803.276.8940 SKP-CS.COM

Shakespeare
valmont Structures

O-SERIES

ROUND TAPERED COMPOSITE LIGHT POLE - DIRECT BURIAL INSTALLATION

Composite Light pole
O-Series
Direct Burial

SPECIFICATIONS

1. Lighting poles shall be fiberglass reinforced composite per Shakespeare design.
2. Wind loading shall be calculated for the appropriate wind velocity with a 3 second gust factor per ASCE.
3. Effective projected area (EPA) is the actual area adjusted with the appropriate drag coefficient (shape factor) to result in an equivalent area having a drag coefficient equal to one (1) using ANSI 136.20

MATERIALS

1. The round tapered pole shall be constructed by the filament winding process from thermosetting polyester resin and contain a minimum of 65 percent "E" type fiberglass by weight. The filament windings shall be continuously applied with uniform tension and shall be placed on the pole helically at low angles to provide axial strength. Additional windings shall be placed on the pole in a circular manner to provide compressive strength.
2. The resin to make the pole shall be ultraviolet resistant and pigmented approximately the same color as the final coating to be applied. A highly weather resistant, pigmented, polyurethane coating shall be applied to the pole. The coating shall have a minimum thickness of 1.5 mils.
3. The poles shall be flame resistant per ASTM D635. Specimens must cease to burn before the gauge mark of 100mm (3.9 inches) is reached.
4. (If applicable) The poles shall be delivered predrilled and capped (if applicable) to accommodate the lighting fixture(s) or mast arm(s) specified.
5. (If applicable) Tenons shall be permanently bonded to the fiberglass shaft and shall be hot-dipped galvanized steel to ASTM A153 or shall be 6061-T6 or A356-T6 aluminum.
6. The handhole opening shall be 2.5" x 5". The handhole cover is attached with a 1/4" socket head screw.

IDENTIFICATION & PACKAGING

Each pole shall bear an identification tag which shall list the model, catalog number, month and year of manufacture.
Each pole shall be individually packaged for protection during shipping.

TESTING

The surface shall have been tested for a minimum of 5000 hours of accelerated testing in accordance with ASTM G154 (UV-A Lamp 340 NM wavelength 130°F, cycle lamp 4 hours on, 4 hours off) with the following performance results:

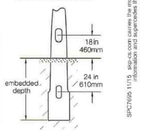
- Fiber exposure: None | Crazing: None | Chalking: None | Color: Slight dulling may occur

WIND LOADING DATA

Wind speed (mph) values calculated as per ANSI C136.20 for a 3-second gust factor.

OVERALL LENGTH	MOUNTING HEIGHT	LUMINAIRE MAX. HEIGHT (LBS.)	90 MPH	100 MPH	110 MPH	120 MPH	130 MPH	140 MPH	150 MPH
13	10	150	11.8	9.2	7.5	6.2	5.2	4.4	3.8
14	11	150	11.3	8.8	7.2	5.9	5.0	4.2	3.6
15	12	150	10.2	8.0	6.5	5.3	4.4	3.7	3.2
16	13	150	9.4	7.4	5.9	4.9	4.1	3.4	2.9
18	14	150	8.7	6.8	5.5	4.5	3.7	3.1	2.6
19	15	100	9.2	9.0	6.0	5.0	4.4	3.7	3.1
20	16	100	9.3	7.3	5.9	4.8	4.0	3.3	2.8
21	17	100	8.6	6.7	5.4	4.4	3.6	3.0	2.5
22	18	100	7.9	6.1	4.9	3.9	3.2	2.7	2.2
23	19	100	7.2	5.6	4.4	3.6	2.9	2.4	2.0
24	20	100	6.6	5.1	4.0	3.2	2.6	2.1	1.8

Direct Embedded Detail



SPEC7499, 11/15. Specs com carries the most current spec information and supersedes these guidelines.

valmont
COMPOSITE STRUCTURES

SHAKESPEARE - VALMONT COMPOSITE STRUCTURES, INC. 19845 U.S. HIGHWAY 76 - NEWBERRY, SC 29108 USA
803.276.5504 - 800.800.9008 - FAX: 803.276.8940 SKP-CS.COM

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS: No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
2	Rev. Per Town Comments	09/29/2026
3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
LICENSED PROFESSIONAL ENGINEER
076994

Sealed 10/29/2026

DRAWING NAME:
Lighting Details

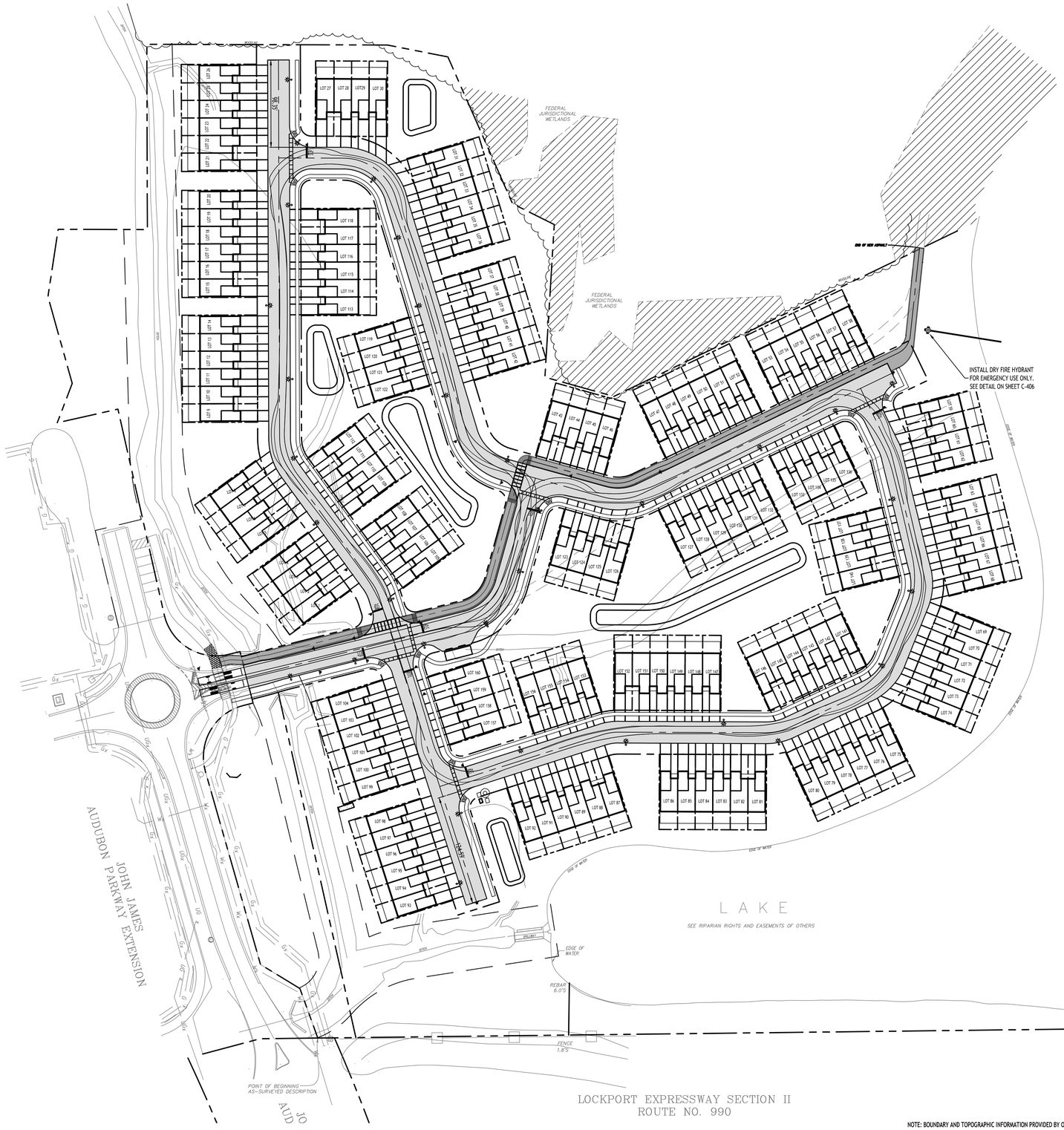
Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.
LP-104

Project No: 25-4080

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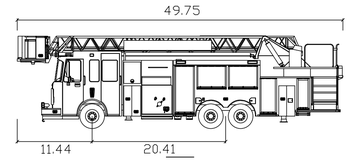


FIRE TRUCK TURNING PLAN

SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

60' 60 0 60 120Ft.



E-One Cyclone II

	feet
Width	: 8.33
Track	: 8.33
Lock to Lock Time	: 6.0
Steering Angle	: 31.0

NOTE: DEAD END ROADS ARE LESS THAN 150 FEET IN LENGTH; THEREFORE, A DEDICATED FIRE APPARATUS TURNAROUND IS NOT REQUIRED IN ACCORDANCE WITH THE 2025 NEW YORK STATE FIRE CODE, APPENDIX D.

TOWN OF AMHERST APPROVAL BOX:

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Townhomes at Muir Woods

770 John James Audubon Parkway
Amherst, New York

REVISIONS:

No.	Description	Date
1	Rev. Per Town Comments	07/28/2026
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3	Rev. Per Town Comments	10/30/2026

STATE OF NEW YORK
CHRISTOPHER WOOD
076394
LICENSED PROFESSIONAL ENGINEER

Sealed 10/29/2026

DRAWING NAME:

Fire Truck Turning Plan

Date: 03.13.26
Drawn By: D. Feyes
Scale: As Noted

DRAWING NO.

FT-100

Project No: 25-4080

EXHIBIT B

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

Francina J. Spoth
Town Clerk

Meeting:
Department:
Initiated by:
Co-Sponsored by:

Consent to the Formation of a Private Water-Works Corporation

_____ Water-Works Corporation — 770 John James Audubon Parkway

WHEREAS, 770 JJAP LLC (the "Owner") is the owner of certain real property located at 770 John James Audubon Parkway, Town of Amherst, Erie County, New York (the "Project Site"), upon which the Owner proposes to develop a residential townhome community known as "Townhomes at Muir Woods" (the "Project"); and

WHEREAS, in connection with the Project, the Owner intends to cause the formation of a water-works corporation pursuant to Article 4 of the New York Transportation Corporations Law to construct, own, operate and maintain a private water supply and distribution system to serve the Project Site (the "Water System"); and

WHEREAS, the proposed corporation is to be known as _____ Water-Works Corporation (the "Water-Works Corporation"), and the Town of Amherst is a municipality to be supplied with water and is to be named in the proposed certificate of incorporation; and

WHEREAS, Section 41 of the Transportation Corporations Law provides that no Certificate of Incorporation of a water-works corporation shall be filed unless there be annexed thereto a consent to the formation of the corporation, signed and acknowledged by the local authorities of each municipality named in the certificate, which local authorities are the Town Superintendent of Highways and a majority of the members of the Town Board; and

WHEREAS, Section 41 further provides that such consent shall not be granted until an engineering plan for the proposed Water System specifying the location, size and type of wells, pumps, distribution mains and other facilities of the water supply and/or distribution system has been furnished to the Town and to the Erie County Water Authority, and until the Erie County Water Authority has reported in writing its recommendation as to whether such consent should be granted, setting forth the reasons therefor and a finding as to whether the proposed Water System is reasonably comparable to the standards of a county-wide water system; and

WHEREAS, the Owner has furnished the required engineering plan for the proposed Water System to the Town and the Erie County Water Authority, and the Erie County Water Authority is being requested to issue its written recommendation with respect thereto; and

WHEREAS, the Town Board has reviewed the application and the materials submitted in support thereof and finds that the formation of the Water-Works Corporation, subject to the

conditions set forth below, is in the public interest and will facilitate the orderly development of the Project Site and the provision of adequate water service to the Project; and

WHEREAS, the Town Board desires to grant its consent to the formation of the Water-Works Corporation in accordance with Section 41 of the Transportation Corporations Law;

NOWTHEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby consents, pursuant to Section 41 of the New York Transportation Corporations Law, to the formation of the Water-Works Corporation for the purpose of constructing, owning, operating and maintaining a private water supply and distribution system to serve the Project Site located at 770 John James Audubon Parkway; and be it further

RESOLVED, that this consent is expressly conditioned upon: (a) the issuance of a favorable written recommendation by the Erie County Water Authority pursuant to Section 41; (b) review and approval by the Town Attorney of the proposed Certificate of Incorporation and the form of the Town's consent to be annexed thereto; (c) the Water-Works Corporation's compliance with all applicable requirements of the Transportation Corporations Law, the Code of the Town of Amherst, and the Town of Amherst Subdivision Regulations and construction standards; and (d) such further conditions as the Town Board may lawfully impose; and be it further

RESOLVED, that the Town Superintendent of Highways and a majority of the members of this Town Board are hereby authorized and directed to execute and acknowledge, on behalf of the Town, the written consent to the formation of the Water-Works Corporation, in a form approved by the Town Attorney, to be annexed to the certificate of incorporation as required by the Transportation Corporations Law; and be it further

RESOLVED, that this resolution shall take effect immediately.

RESULT: [ADOPTED / DECISION DATE]
MOVER: _____
SECONDER: _____
AYES: _____
NAYS: _____
ABSENT: _____

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

Francina J. Spoth
Town Clerk

Meeting:
Department:
Initiated by:
Co-Sponsored by:

Consent to the Formation of a Private Sewage-Works Corporation

_____ Sewage-Works Corporation — 770 John James Audubon Parkway

WHEREAS, Parcel 2 Muir Woods Owner LLC (the "Owner") is the owner of certain real property located at 770 John James Audubon Parkway, Town of Amherst, Erie County, New York (the "Project Site"), upon which the Owner proposes to develop a residential townhome community known as "Townhomes at Muir Woods" (the "Project"); and

WHEREAS, in connection with the Project, the Owner intends to cause the formation of a sewage-works corporation pursuant to Article 10 of the New York Transportation Corporations Law to provide a sewer system for the collection, treatment and/or disposal of sewage, and to erect, operate and maintain the same, to serve the Project Site (the "Sewer System"); and

WHEREAS, the proposed corporation is to be known as _____ Sewage-Works Corporation (the "Sewage-Works Corporation"); and

WHEREAS, the Town Board of the Town of Amherst is the "local governing body" within the meaning of Section 115 of the Transportation Corporations Law with respect to the area to be served by the Sewage-Works Corporation; and

WHEREAS, Section 116 of the Transportation Corporations Law provides that no Certificate of Incorporation of a sewage-works corporation shall be filed unless there be annexed thereto a certificate, duly executed on behalf of the local governing body, consenting to the incorporation of the corporation; and

WHEREAS, Section 117 of the Transportation Corporations Law provides that a local governing body shall not consent to the establishment of a sewage-works corporation unless there shall first be filed with it the approval of the plans for the Sewer System by the New York State Department of Health or its authorized representative; and

WHEREAS, Section 119 of the Transportation Corporations Law requires the local governing body to require the posting of a performance bond for the completion of the construction of the Sewer System, and Section 120 permits the local governing body, at the time of granting consent to incorporation, to require an option to purchase the Sewer System from the corporation; and

WHEREAS, the plans for the proposed Sewer System have been submitted to and approved by the New York State Department of Health / Erie County Department of Health as required by Section 117; and

WHEREAS, the Town Board has reviewed the application and the materials submitted in support thereof and finds that the formation of the Sewage-Works Corporation, subject to the conditions set forth below, is in the public interest and will facilitate the orderly development of the Project Site and the provision of adequate sanitary sewer service to the Project; and

WHEREAS, the Town Board desires to grant its consent to the incorporation of the Sewage-Works Corporation in accordance with Article 10 of the Transportation Corporations Law;

NOWTHEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst, as the local governing body, hereby consents, pursuant to Section 116 of the New York Transportation Corporations Law, to the incorporation of the Sewage-Works Corporation for the purpose of providing, erecting, operating and maintaining a private sewer system for the collection, treatment and/or disposal of sewage to serve the Project Site located at 770 John James Audubon Parkway; and be it further

RESOLVED, that this consent is expressly conditioned upon: (a) the prior filing with the Town of the approval by the New York State Department of Health of the plans for the Sewer System, as required by Section 117; (b) the posting by the Sewage-Works Corporation of a performance bond, in a form and amount approved by the Town, for the completion of the construction of the Sewer System, as required by Section 119; (c) the grant to the Town of an option to purchase the Sewer System on the terms permitted by Section 120; (d) review and approval by the Town Attorney of the proposed Certificate of Incorporation and the form of the Town's consent to be annexed thereto; and (e) the Sewage-Works Corporation's compliance with all applicable requirements of the Transportation Corporations Law, the Code of the Town of Amherst, and the Town of Amherst Subdivision Regulations standards; and be it further

RESOLVED, that the appropriate officials of the Town of Amherst are hereby authorized and directed to execute and acknowledge, on behalf of the Town Board as local governing body, the certificate consenting to the incorporation of the Sewage-Works Corporation, in a form approved by the Town Attorney, to be annexed to the certificate of incorporation as required by the Transportation Corporations Law; and be it further

RESOLVED, that this resolution shall take effect immediately.

RESULT: [ADOPTED / DECISION DATE]
MOVER: _____
SECONDER: _____
AYES: _____
NAYS: _____
ABSENT: _____

EXHIBIT C

DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,

EASEMENTS, CHARGES AND LIENS

NAME: Muir Woods Townhomes Homeowners Association, Inc.

DEVELOPER/SPONSOR/CO-SPONSOR: 770 JJAP LLC
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

BUILDER/CO-SPONSOR: NVR, INC. d/b/a Ryan Homes of New York
1026 Union Road
West Seneca, New York 14224

DATED: _____ __, 2026

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

(The Muir Woods Townhomes Declaration)

THIS DECLARATION is made this _____ day of _____, 2026 by 770 JJAP LLC, a New York limited liability company with an address at 50 Fountain Plaza, Suite 500, Buffalo, New York 14202 (hereinafter referred to as "Sponsor" or "Developer/Sponsor") and joined by NVR Homes, Inc., d/b/a Ryan Homes of New York, with an address at 1026 Union Road, West Seneca, New York 14224 (hereinafter referred to as "Builder" or "Builder/Sponsor").

W I T N E S S E T H :

WHEREAS, Developer/Sponsor is the owner of the real property described in Article II of this Declaration which the Developer/Sponsor desires to develop into a residential community known or to be known as "Muir Woods Townhomes" comprised of open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer/Sponsor desires to provide for the preservation of the values and amenities in said residential community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner of a Unit therein, and to provide for the future extension of this Declaration to any Additional Property as determined by Sponsor; and

WHEREAS, the Developer/Sponsor has deemed it desirable, for the efficient preservation of the values and amenities in said residential community to create an agency to which should be delegated and assigned the powers of maintaining, repairing, replacing and administering the common areas of the Property and the Additional Property, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer/Sponsor has incorporated Muir Woods Townhomes Homeowners Association, Inc. under the Not-For-Profit Corporation Law of the State of New York for the purpose of exercising the aforesaid functions; and

WHEREAS, it is the intention of the Developer/Sponsor as of the date of this Declaration that Muir Woods Townhomes Homeowners Association, Inc. shall hold title to a portion of the real property described on Schedule A; and

WHEREAS, the function of Muir Woods Townhomes Homeowner Association, Inc. shall be to maintain and administer the common areas on the real property described on said Schedule A attached to this Declaration;

NOW THEREFORE, the Developer/Sponsor, for itself, its successors and assigns, declares that the real property described in Section 2.1 hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1 The following words, phrases or terms when used in this Declaration or in any Supplemental Declaration shall, unless the context otherwise prohibits, have the following meanings:

A. "ASSOCIATION" shall mean and refer to MUIR WOODS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

B. "ASSOCIATION PROPERTY" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned by or in possession of the Association.

C. "BUILDER" or "BUILDER/CO-SPONSOR" shall mean NVR, Inc. d/b/a Ryan Homes of New York, its successors or assigns.

D. DECLARATION" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens – MUIR WOODS TOWNHOMES, as it may from time to time be supplemented, extended or amended in the manner provided for herein.

E. "DEVELOPER/SPONSOR" or "DEVELOPER/SPONSOR" shall mean and refer to 770 JJAP LLC, its successors and assigns.

F. "LOT" shall mean and refer to any portion of the real property identified as a separate parcel on the tax records of the Town of Amherst or shown as a separate lot upon any recorded or filed subdivision map, with the exception of Association Property as heretofore defined.

G. "MAINTENANCE ASSESSMENT" shall mean the annual assessments or charges (payable in equal monthly installments unless the Board of Directors determines otherwise) for the maintenance and operation of Association Property.

H. "MEMBER" shall mean and refer to each holder of a membership interest in the Association, as such interests are set forth in Article III.

I. "OWNER" shall mean and refer to the holder of record title, whether one, more than one person as joint tenants or tenants in common, or as a partnership, or other entities, of the fee interest in any Lot or Unit, whether or not such holder actually resides in such Unit or on such Lot.

J. "PROJECTED UNIT" shall mean and refer to any units contemplated for construction on any parcel of land covered by this Declaration. At the time any parcel is added to this Declaration, there shall specifically be set forth in the instrument adding such parcel, the number of dwelling units projected for such parcel.

K. "PROPERTY" shall mean and refer to all properties as are subject to this Declaration.

L. "SPECIAL ASSESSMENTS" shall mean any special assessment made by the Board of Directors for capital improvements and repairs.

M. "SPONSOR" or "CO-SPONSORS" shall mean and refer to 770 JJAP LLC, and NVR, Inc., d/b/a Ryan Homes of New York, their successors and assigns.

N. "UNIT" shall mean and refer to each completed residential dwelling unit.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 2.1 Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Amherst, County of Erie and State of New York, and is more particularly described in Schedule A attached hereto and incorporated by reference herein, all of which property shall be hereinafter referred to as the "Property".

Section 2.2 Additional Property. Other lands ("Additional Property") may become subject to this Declaration in the following manner:

a. Lands added by Sponsor without consent of Owners: The Developer/Sponsor may, without the consent of the Unit Owners, within twenty (20) years of the date of recording of this Declaration, bring within the scope of this Declaration any other lands consisting of future phases or projects of the Muir Woods Townhomes development, to be determined at such later dates in Developer/Sponsor's discretion.

b. Lands added with consent of Owners: The owner of any adjacent lands who desires to add such adjacent lands to the scope of this Declaration and to subject them to the jurisdiction of the Association may do so upon (i) approval in writing of the Association pursuant to a vote of its Members as provided in its By-Laws and (ii) so long as Developer/Sponsor owns a Lot, the written approval of Developer/Sponsor, and (iii) an amendment to this Declaration.

Such additional lands shall be added to the Declaration by the recording in the Erie County Clerk's Office of a supplemental extending declaration which shall extend the scope of the covenants and restrictions of this Declaration to such Additional Property and thereby subject such additions to assessment for their fair share of the expenses of the Association and may also contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added adjacent properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MUIR WOODS TOWNHOMES HOMEOWNERS ASSOCIATION, INC. STRUCTURE, MEMBERSHIP, VOTING RIGHTS AND DIRECTORS

Section 3.1 Formation of Muir Woods Townhomes Homeowners Association, Inc. Pursuant to the Not-for-Profit Corporation Law of New York, the Developer/Sponsor has formed Muir Woods Townhomes Homeowners Association, Inc. (the "Association") to own, operate, and maintain the Association Property, enforce the covenants, conditions and

restrictions set forth in this Declaration and to have such other rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and By-Laws of the Association, as the same may be amended from time to time. Subject to the additional limitations provided in this Declaration and the Certificate of Incorporation, the Association shall have all the rights and powers and be subject to the limitations of a not-for-profit corporation as contained in the New York State Not-for-Profit Corporation Law as the same may be amended from time to time.

Section 3.2 Membership. The Association shall have as members only Lot and Unit Owners within Muir Woods Townhomes and the Developer/Sponsor for so long as Developer/Sponsor holds title to a Lot or Unit. All Lot and Unit Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to and shall not be separated from the ownership of any of the interests described in the definitions of the words "Owner" and "Developer/Sponsor" or "Sponsor" as found in Article I of this Declaration. In the case of any Lot or Unit owned by more than one person as joint tenants, tenants in common, partnership, or some similar combination, all of such persons as a group shall constitute one owner with respect to such Unit or Lot.

Section 3.3 Voting; Mortgagee's Control of Votes. Each Lot or Unit Owner, including the Sponsor, shall be entitled to one (1) vote, except as otherwise provided in this Declaration.

Section 3.4 Units Owned or Held by More Than One Person or by Corporation. When any Unit is owned or held by more than one person as tenants by the entirety, in joint or common ownership or interest, such Owners shall collectively be entitled to only one (1) vote and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed.

In the case of a corporate Owner, votes may be cast by any duly authorized officer of such corporation.

Section 3.5 Holder of Security Interest Not a Member. Any person or entity which holds an interest in a Lot or Unit merely as security for the performance of an obligation of an Owner shall not be a Member.

Section 3.6 Meeting and Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of this Declaration and the Certificate of Incorporation and By-Laws of the Association and the Not-for-Profit Corporation Law of the State of New York as it may deem advisable for any meeting of its Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures, and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.7 Selection, Powers and Duties of Directors. The nomination, election, powers and duties of the Board of Directors and filling of vacancies shall be governed as set forth in the By-Laws of the Association.

Section 3.8 Indemnification of Officers and Directors. Every director and officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, judgments, decrees, fees, penalties or amounts paid in settlement, reasonably incurred by or imposed upon such director or officer in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such officer or director may be a party, or in which such officer or director may become involved, by reason of being or having been a director or officer of the Association, whether or not such person is a director or officer at the time such expenses are incurred, except that no such

indemnification shall be made if a judgment or other final adjudication adverse to such director or officer establishes that (i) the acts of the director or officer were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) such director or officer (or a member of such director's or officer's family) personally gained a financial profit or other advantage to which such beneficiary was not legally entitled; provided, that in the event of a settlement or other non-adjudicated disposition, the indemnification herein shall apply only when the Board of Directors of the Association approves such settlement as being in the best interests of the Association. Funds to cover the above expenses, including fees of counsel, may be advanced by the Association, prior to the final disposition of the matter, upon receipt of an undertaking by or on behalf of the recipient to repay such amounts if it shall ultimately be determined that (i) the recipient is not entitled to indemnification or (ii) where indemnification is granted, the expenses so advanced exceed the amount to which such officer or director is entitled.

Section 3.9 Sponsor's Written Consent Necessary for Certain Actions Taken by Board of Directors. Notwithstanding anything to the contrary contained in this Declaration, so long as the Sponsor holds title to any Lot or Unit or portion of the Property, the Board of Directors may not, without the Developer/Sponsor's written consent, which consent may not be unreasonably withheld, (i) make any addition, alteration, or improvement to the Association Property, except for necessary repairs or any repairs required by law, (ii) assess any amount for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of an amount equal to the proportion of the then existing budget which the amount of reserves in the initial budget of estimated expenses for the Association bears to the total amount of such initial budget of estimated expenses for the Association; or (iii) hire any employee in addition to the employees, if any, provided for in the initial budget of the Association, except as may be necessary to maintain the quantity or quality of services or maintenance; or (iv) enter into any service or maintenance contract for work not provided for in the initial budget of the Association, except for service or maintenance to facilities not in existence or not owned by the Association at the time of the first conveyance of a Lot; or (v) reduce the quantity or quality of services or maintenance of the Association Property; or (vi) borrow money on behalf of the Association or (vii) make any change which adversely affects a substantial interest or right of the Developer/Sponsor. So long as the Developer/Sponsor holds title to any Lot or Unit or portion of the Property, this Section shall not be amended without the written consent of the Developer/Sponsor.

The Sponsor shall not, so long as the Sponsor is in control of the Board of Directors of the Association, use its position of control to (i) reduce the level of services described in the CPS-7 filing with the New York State Department of Law pursuant to which the Sponsor offered Units for sale together with interests in the Association, (ii) prevent capital repairs to the Association Property or (iii) prevent expenditures required to comply with applicable laws or regulations.

ARTICLE IV

PROPERTY RIGHTS AND EASEMENTS

Section 4.1 Dedication of Association Property. The Developer/Sponsor intends to convey to the Association, subsequent to the recordation of this Declaration, and subject to the provisions of this Declaration, certain tracts of land within the Property for the use and enjoyment of the Members. Said tracts of land conveyed to the Association shall hereinafter be referred to as "Association Property" and shall consist mainly of private roadways, common green areas, driveways and walkways. The Association must accept any such conveyance made by the Developer/Sponsor provided such conveyance is made without consideration.

Section 4.2 Rights and Easements of Owners. Subject to the rights and easements of the general public and certain other adjacent owners as set forth herein and subject to the rights and easements of the Association as set forth in Section 4.3 herein, and the rights and easements of the Developer/Sponsor as set forth in Section 4.4 herein, each Unit Owner (and such Unit Owner's guests, licensees, tenants and invitees) shall have the following rights and easements, provided no such easement shall interfere with the use of any Unit as a dwelling:

(a) Use - the right to use and enjoy all Association Property in accordance with the Declaration and the rules and regulations promulgated by the Association;

(b) Ingress and Egress – a vehicular or pedestrian easement for ingress and egress in common with other Unit Owners and the Sponsor or Developer/Sponsor over all walkways, driveways and roadways (if any) located on Association Property;

(c) Utility Lines - an easement for the installation, use, repair, maintenance and replacement of utility lines including without limitation water, electric, cable television, internet and wifi, sanitary sewer, storm sewer and drainage servicing the Lot or Unit of such Owner.

These easements will be subject to the rights and easements of the Association as set forth in Section 4.3 herein, provided, however, that any conveyance or encumbrance referred to in Section 4.3(c) below shall be subject to the easements of the Owners as provided in the section above.

Section 4.3 Rights and Easements of Association. With respect to the Association Property owned, and in accordance with the Certificate of Incorporation and By-Laws of the Association, the Association shall have the right:

(a) to promulgate rules and regulations relating to the use, operation and maintenance of the Association Property for the safety and convenience of the users thereof or to enhance the preservation of and maintain the value, aesthetic appearance, quality, character, and structural integrity of the Units in such manner as, in the discretion of the Association, shall serve to promote the best interests of the Lot or Unit Owners;

(b) to grant easements or rights-of-way, with or without consideration, to any public or private utility corporation, cable television company, governmental agency or political subdivision; provided no such easement or right of way shall interfere with the occupancy of any Unit as a dwelling;

(c) to dedicate, sell, transfer, abandon, partition, or encumber (except for any transfer or encumbrance to a public utility or for other public purposes consistent with the intended use of such land by or for the benefit of the Members) all or any part of the land which it owns for such purposes and subject to such conditions as may be agreed to by the Association and the transferee. Such a conveyance shall require the consent of two-thirds (2/3) of all Unit Owners other than the Sponsor, and Sponsor for so long as Sponsor shall own a Lot or Unit.

(d) to contract with any person, corporation, firm, trust company, bank or other entity for the performance of its various duties and functions.

(e) to enter into agreements for the performance of its various duties and functions including agreements with other homeowners' associations and condominiums for common maintenance, management and other services, materials and supplies;

Section 4.4 Rights and Easements of Sponsor and Developer/Sponsor. With respect to Association Property, so long as the Developer/Sponsor holds title to any Lot or Unit on lands described in any Schedules to this Declaration (whether or not subject to this Declaration), the Sponsor or Developer/Sponsor shall have the right to:

(a) grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, coaxial cables, pipes and conduits, including, but not necessarily limited to, water, gas, electric, cable television, telephone and sewer to service the Property;

(b) connect with and make use of utility lines, wires, pipes, conduits and related facilities located on the Association Property for the benefit of the Property;

(c) use the Association Property for ingress and egress to the Property;

(d) operate a sales center, install and maintain signs, and to have prospective purchasers and others visit such sales center and use certain portions of Association Property, including, but not necessarily limited to, the parking spaces; and

(e) grant to itself or to others such other easements and rights-of-way as may be reasonably needed for the orderly construction and development of the Property.

The easements, rights-of-way and other rights reserved herein shall run with the land and shall be binding upon and for the benefit of the Association, the Sponsor, the Developer/Sponsor and their successors and assigns. So long as the Sponsor or Developer/Sponsor holds title to any portion of the Property, this Section shall not be amended without the written consent of the Sponsor or Developer/Sponsor, which consent shall not be unreasonably withheld.

Section 4.5 Damage Resulting from Use of Easement. Subject to rights of recovery under law or pursuant to other provisions of this Declaration, any damage to any Unit or other portion of the Property or to any improvements thereon as a result of any act or work performed pursuant to the authority granted in this Article IV, or as a result of the use of any easement granted or reserved herein, shall be promptly repaired, replaced or corrected as necessary by the person or entity performing the act or work and/or by the grantee or holder of the easement being exercised, to the condition in which it existed immediately prior to the damage.

Section 4.6 Notice of Condemnation of Association Property and Resolution of Dispute as to Allocation of Award. The Board of Directors shall promptly send written notice of any pending condemnation or eminent domain proceedings affecting Association Property to all Lot and Unit Owners and to those lending institution first mortgagees of Lots or Units whose names appear on the books or records of the Association.

In the event of any dispute with respect to the allocation of the award, the matter shall be submitted to arbitration in accordance with the arbitration statutes of the State of New York.

Section 4.7 Easement for Encroachments. The Sponsor and Unit Owners agree that if any portion of a Unit, stoop or a deck/patio attached thereto encroaches or shall hereinafter encroach upon another Lot or Common Elements as a result of: (i) the original construction by Sponsor or settling or shifting of the Buildings, or (ii) any construction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings, or (iii) an addition thereto approved by the HOA Board of Directors (which approval must be reasonably given in the event any addition otherwise complies with the terms of this section), a valid easement for the encroachment and the maintenance of the same shall and does exist. Such easements as provided in this Section shall exist so long as the Buildings

shall stand. It shall be the responsibility of the Unit Owner to repair and maintain any deck or patio attached to their Unit. If such encroachment or projection occurs as a result of replacements, the encroachment or projection must be inadvertent in order for a valid easement to exist.

ARTICLE V

ASSESSMENTS AND RIGHT OF ASSOCIATION TO BORROW

Section 5.1 Imposition, Personal Obligation, Lien. Each Lot or Unit Owner, by becoming an Owner by the acceptance of a deed or otherwise, whether or not such deed or any other instrument pursuant to which title was obtained so provides, shall be deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges for the maintenance and operation of Association Property, or other property which the Association is obligated to maintain, which are to be paid in equal monthly installments, unless otherwise specified by the Board of Directors ("Maintenance Assessments"); and

(b) special assessments for capital improvements to Association Property, or property which the Association is obligated to maintain, and unbudgeted or extraordinary expenses of the Association ("Special Assessments");

together hereinafter being referred to as "Assessments".

Every Purchaser of a Unit from Builder/Sponsor shall be required to pay a one-time capital contribution of $200.00 to the Association at the time of closing.

The Assessments shall be fixed, established and collected from time to time as hereinafter provided. Each Assessment (or installment payment thereof) together with such late charges, interest thereon and costs of collection as hereinafter provided, shall be a charge and continuing lien upon the Lot and Unit against which the Assessment is made and shall also be the personal obligation of the Owner of such Lot and Unit at the time the Assessment falls due.

Unless otherwise agreed upon between the parties to the transfer, upon the transfer of a Lot or Unit, Maintenance Assessments and any Special Assessments which (i) may be payable in installments or (ii) are specifically applicable to a defined period of time which has not expired, shall be adjusted between the grantor and grantee, with the grantor being entitled to reimbursement from the grantee for the portion of any payment made by the grantor which is applicable to the remainder of the period in which the transfer occurred or to a subsequent period, and the grantee being entitled to a credit from the grantor for the portion of any unpaid payment assumed by the grantee which is applicable to the expired portion of the period in which the transfer occurred or to any prior period. Unless otherwise provided by the Board of Directors of the Association in its adoption, (i) a Special Assessment payable in installments shall be adjusted as if the installment payments apply to a period following the date due, the length of which shall be equal to the interim period between installation due dates and (ii) a Special Assessment payable in a single installment shall be the sole responsibility of the Owner of the Unit on the date which such Assessment is initially due.

Section 5.2 Purpose of Maintenance Assessment. The purpose of the Maintenance Assessment shall be to fund the maintenance, preservation, operation and improvement of the Association Property and the promotion of the recreation, safety and welfare

of the Lot or Unit Owners, including but not limited to (i) the payment of any taxes on the Association Property, all liability and other insurance obtained pursuant to Article IX of this Declaration; (ii) the maintenance, repair and replacement and improvement of any Property which the Association is obligated to maintain; and (iii) such other needs as may arise. Any material increase or decrease in the maintenance responsibilities of the Association shall require the consent of the Owners of not less than 67% of all Lots or Units other than the Sponsor, as well as the Sponsor, if the Sponsor holds title to 10% or more of the Units at the time such increase or decrease is voted upon. The amount of any reserves shall be not less than the reasonable requirements of existing or proposed lenders, holders and insurers of first mortgages on the Units.

Section 5.3 Date of Commencement and Notice of Assessments. The Assessments provided for herein shall commence on the day on which the first Unit is conveyed to a Third Party Purchaser or on such date thereafter as determined by the Developer/Sponsor. The first Assessments shall be adjusted according to the number of months remaining in the fiscal year as established by the Board of Directors and such Assessments shall thereafter be on a full year basis. The Board of Directors of the Association shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period. The Assessments shall be due and payable monthly unless the Board of Directors establishes other periods for payment. Written notice of the annual Assessments shall be sent to every Owner subject thereto.

Should the Board of Directors determine at any time that the Maintenance Assessments are insufficient to fully fund the then current year's expenditures, the Board may assess additional amounts on a pro rata basis to all Unit Owners.

Section 5.4 Assessments for Specific Units. Once Assessments have commenced pursuant to Section 5.3 above, the Owner of each Lot or Unit subject to this Declaration shall be liable for the payment of full Maintenance Assessments, and Special Assessments, if any, except that the Sponsor will only be obligated for the lesser of (i) the difference between the actual Association expenses (including budgeted amounts for reserves, if any) and the aggregate amount of assessments levied on Owners who have closed title to their Lot or Unit; or (ii) Maintenance Assessments and Special Assessments on all unsold Units.

Section 5.5 Basis for Maintenance Assessment. Subject to a lesser amount payable by the Sponsor as permitted by Section 5.4 above, the annual Maintenance Assessment shall be the same for all Units subject to this Declaration so that the number of assessed Units divided into the total amount which the Board of Directors shall deem to be necessary to fully fund the current budget of estimated expenses and reserves (and any operating deficits previously sustained) shall determine the annual Maintenance Assessment for each Unit.

Section 5.6 Change in Basis of Assessments. The Association may change the basis of determining the Maintenance Assessment by obtaining the written consent of not less than two-thirds (2/3) of the total votes of all Unit Owners, excluding the Sponsor, voting in person or by proxy, written notice of which change shall be sent to all Unit Owners and lending institution first mortgagees of Lots whose names appear on the records of the Association at least forty (40) days in advance of the date or the initial date set for voting thereon, except that: (i) so long as the Developer/Sponsor holds title to any portion of the Property, any change in the basis of Assessments which adversely affects a substantial interest or right of the Sponsor with respect to unsold Lots or Units shall require the specific consent of the Sponsor in writing, and (ii) no such change shall be made if lending institutions which together are first mortgagees of 51% or more of the Units advise the Association in writing, prior to the date or initial date set for voting on the proposed change, that they are opposed to such change, which opposition must not be unreasonable. A written certification of any such change shall be executed by the Board of Directors and recorded in the Erie County Clerk's Office.

Any change in the basis of Assessments shall be equitable and non-discriminatory.

Section 5.7 Special Assessments for Capital Improvements. In addition to the annual Maintenance Assessment, the Association may levy in any assessment year a Special Assessment, payable in that year and/or the following year only, for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction or replacement of, or repair of the Association Property, and (ii) any unbudgeted, unanticipated or extraordinary expense, claim against or liability of the Association. Before levying such a Special Assessment the Board of Directors shall hold a Hearing on said proposed Special Assessment. Not less than 10 nor more than 45 days after such Hearing, the Board of Directors shall (i) for any Special Assessment for the construction of any capital improvement, (rather than the reconstruction, replacement or repair) obtain the consent of the Owners of 67% or more of all Lots or Units who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all voting Unit Owners at least 30 days in advance, setting forth the purpose of the meeting.

Section 5.8 Non-Payment of Assessment. If an Assessment, or installment thereof, is not paid on the due date established pursuant to Section 5.3 hereof, then such assessment payment shall be deemed delinquent. Any delinquent assessment payment, together with such late charges and interest thereon, accelerated installments, if any, and cost of collection thereof as herein provided, shall thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner and such Owner's heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessment shall remain such Owner's personal obligation notwithstanding a disposition by such Owner of his interest.

If the Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in such amount or amounts as the Board of Directors deems reasonable, not to exceed 10% per month of the amount of such overdue Assessment or installment thereof, provided such late charges are equitably and uniformly applied.

If the Assessment or any installment thereof, is not paid within thirty (30) days after the due date, (i) the Assessment shall bear interest from the due date at such rate as may be fixed by the Board of Directors from time to time, such rate not to exceed the maximum rate of interest then permitted by law, (ii) the Board of Directors may accelerate the remaining installments, if any, of such Assessment upon notice thereof to the Owner and (iii) the Association may bring legal action against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Unit of such Owner, and the cost of such proceedings, including reasonable attorneys' fees shall be added to the amount of such Assessments, accelerated installments, if any, late charges and interest.

Once an Assessment is deemed delinquent as described above, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late charges, interest, and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.

Dissatisfaction with the quantity or quality of maintenance or other services furnished by the Association shall, under no circumstances, entitle any Lot or Unit Owner to withhold or fail to pay the Assessments due to the Association for the Lot or Units owned by such Owner.

Section 5.9 Notice of Default. The Association when giving notice to a Lot or Unit Owner of a default in paying Assessments, may, if its officers so determine, or shall, at the request of a mortgagee, send a copy of such notice to each holder of a mortgage covering such Unit whose name and address appears on the Association's records. The mortgagee shall have the right to cure the Unit Owner's default with respect to the payment of said Assessments.

Section 5.10 Right to Maintain Surplus. The Association shall not be obligated in any calendar year to spend all the sums collected in such year by way of Maintenance Assessments or otherwise, and may carry forward as surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Maintenance Assessments in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in its absolute discretion may determine to be desirable for the greater financial security and the effectuation of the purposes of the Association.

Section 5.11 Assessment Certificates. Upon written demand of an Owner, mortgagee or lessee with respect to a Unit which he or she owns or leases, (or any prospective purchaser, lessee, occupant, mortgagee or title insurer of such Lot), the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot as of the date of such certificate, (i) whether the Assessments, if any, have been paid; (ii) the amount of such Assessments, including interest and costs, if any, due and payable as of such date; and (iii) whether any other amounts or charges are owing to the Association, e.g. for the cost of extinguishing a violation of this Declaration. A reasonable charge, as determined by the Board of Directors may be made for the issuance of such certificates. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser, lessee or title insurer of, or mortgagee of the. Lot or Unit on which such certificate has been furnished.

Section 5.12 Subordination of Assessment Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage of record now or hereafter placed upon any Lot subject to such Assessments; provided, however, that such subordination shall apply only to the Assessments which shall have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Owner of such Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

Section 5.13 Right to Borrow and Mortgage. In order to fulfill the purposes set forth herein, the Association may borrow funds from any recognized lending institution, and in conjunction therewith mortgage its properties. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with lenders shall be subject solely to the discretion of the Board of Directors, except that (i) any member of the Board of Directors of the Association who has been elected or appointed by the Sponsor shall not be permitted to vote affirmatively for any borrowing and the quorum of the Board of Directors in any such vote shall be a majority of those Directors not elected or appointed by the Sponsor, and (ii) any consent of the Sponsor as required by Section 3.10 of this Declaration must be obtained.

Section 5.14 Repayment of Monies Borrowed. In order to secure the repayment of any and all sums borrowed from time to time, the Association is hereby granted the right and power:

(a) to assign and pledge all revenues received and to be received by it under any provision of this Declaration including, but not limited to, the proceeds of the Maintenance Assessments and Special Assessments hereunder;

(b) to enter into agreements with lenders with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Association covenants to:

(i) assess the Maintenance Assessments on a given day in each year and, subject to the limitation on amount specified in Section 5.04 hereunder, to assess the same at a particular rate or rates;

(ii) establish sinking funds and/or other security deposits;

(iii) apply all funds received by it first to the payment of all principal and interest on such loans, when due, or in the Board's discretion to apply the same to such purpose after providing for costs of collection;

(iv) establish such collection, payment and lien enforcement procedures as may be required by the lenders;

(v) provide for the custody and safeguarding of all funds received by it.

ARTICLE VI

MAINTENANCE BY THE ASSOCIATION

Section 6.1 Maintenance and Repair by the Association. Maintenance and replacement of the Association Property shall be the responsibility of, and at the cost and expense of the Association. This shall include maintenance and replacement of community space, bike paths, private roadways, storm water drainage system, and all storm water drainage facilities, driveways, walkways, private drainage areas, any detention ponds, green areas and landscaping around each of the buildings, lawn maintenance, landscaping and maintenance, and snow removal from driveways (but not from walkways) on Property owned by the Association. Such cost shall be funded from the Maintenance Assessments. The Association shall have an easement and right of access for maintenance and repairs as set forth in Section 4.3 of this Declaration. Sponsor shall have an easement and right of access for maintenance, creation and monitoring of the stormwater ponds for so long as required by Sponsor.

The Common Elements consist of all of the Property except the Buildings and individual Units, including, but not limited to all land within the boundaries of the Property, driveways, walkways, grass areas, all utility or other pipes, wires, conduits and other material which are not part of the Units, i.e. which service two or more Units, and are not owned by public utility companies or independent authorities; open space or landscaped areas and all other apparatus and installations on the Property for common use or which may be necessary or convenient to the existence, maintenance or safety of the common elements or two or more of the Units. Subject to the right of the Board of Directors to enter upon any restricted area for maintenance, repair or improvement of a Unit or Common Element and subject to the rules of the Board of Directors, the following portions of the Common Elements are limited in use as specified - The portion of walkway or driveways attached to or appurtenant to a Unit shall be restricted and limited in use to the Owner of the Unit so abutting the walkway and driveway. The Board of Directors shall be responsible for and shall arrange for (i) snow removal from the driveways, front door walkways and sidewalks within Muir Woods Townhomes; and (ii) lawn cutting and maintenance of all grass and green areas within Muir Woods Townhomes; (iii) maintenance of all flower and shrub beds installed by the Co-Sponsors within Muir Woods Townhomes; and (iv) maintenance of all lawn sprinkler systems.

Section 6.2 Repairs and Maintenance which are not the responsibility of the Association. Any maintenance, repair or replacement necessary to preserve the appearance, aesthetic quality, character, structural integrity and value of the Property or any improvement thereon made pursuant to this Section 6.1 but which is occasioned by a negligent or willful or intentional act or omission of an Owner (including (a) any family member, tenant, guest or invitee of such Owner; (b) any family member, guest or invitee of the tenant of such Owner; and (c) any guest or invitee of (i) any member of such Owner's family, or (ii) any family member of the tenant

of such Owner), or the Sponsor shall be made at the cost and expense of such Owner or the Sponsor as the case may be. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Unit and such cost shall be added to that Owner's Maintenance Assessment and, as part of that Assessment, shall constitute a lien on the Unit, as the case may be, to secure the payment thereof.

All maintenance, repairs and replacements to the Units and improvements thereon, both interior and exterior, including the exterior brick, siding, roofs gutters, foundations, walls, windows and frames (including glass), doors and frames and sills, garage doors and garage door opening devices, hand held garage and Unit door opening device activators, if any, driveways, walkways, lawn sprinkling system, patios and decks, fences, mailboxes, and maintenance and repairs to pipes, wires, ducts, cables, chutes, connections and conduits which service only one Unit shall be made by the respective Unit Owners at their own expense.

ARTICLE VII

INSURANCE AND RECONSTRUCTION

Section 7.1 Insurance to be Carried. The Board of Directors of the Association shall, at its option, obtain and maintain, to the extent obtainable, the following insurance: (1) comprehensive general liability insurance for occurrences on the Association Property, (2) directors' and officers' liability insurance covering negligent or wrongful acts or omissions of officers and directors of the Association, (3) fidelity bond covering those who handle association funds, (4) worker's compensation insurance covering Association employees, and (5) "umbrella" catastrophe coverage, if deemed necessary or appropriate.

No Liability for Failure to Obtain Above Coverages. The Board of Directors shall not be liable for failure to obtain any of the coverages required by this Section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at unreasonable cost.

Deductible. The deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense, provided, however, that the Board of Directors of the Association may assess any deductible amount necessitated by the negligent, malicious or wrongful act or omission of an Owner against such Owner. The Association may pay the deductible portion for which such Owner is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Unit involved, shall constitute a personal obligation of such Owner, and shall be collectible in the same manner as assessments under Article V of this Declaration.

Each Owner of a Lot or Unit shall be responsible for and shall obtain their own fire and casualty insurance covering such Unit in an amount necessary and sufficient to assure the full replacement and reconstruction of the damaged Unit. Such Unit Owners shall also maintain comprehensive general liability insurance coverage on their Unit and Lot in an amount not less than $500,000 per occurrence. All Unit and Lot Owners shall be responsible individually for insurance coverage for their contents and personal property.

In the event of damage to or destruction of any Association Property, insured through insurance obtained by the Board of Directors, as a result of fire or other casualty, the Board of Directors shall (i) promptly send written notice of such damage or destruction to all mortgagees whose names appear on the records of the Association, and the Board of Directors shall (ii) arrange for the prompt repair and restoration of the damaged property and (iii) disburse the

proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Section 7.2 Insurance Carried by Unit Owners. Each Owner has the right, at such Owner's expense, to obtain insurance for such Owner's benefit, including (1) fire, casualty and theft coverage for Owner's personal property, (2) coverage for such Owner's personal liability within the Owner's Unit and on such Owner's Lot and (3) fire and casualty insurance coverage for "improvements and betterments" to such Owner's Unit or Lot.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

Section 8.1 Advertising and Signs. Except for signs erected by or with the permission of the Sponsor or Developer/Sponsor in connection with the initial development, lease or sale of Lots or Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or Unit or other portion of Property including rights-of-way (except reasonable temporary signage advertising property for sale or rent). This section shall not be amended or modified without the written consent of Sponsor, so long as Sponsor holds title to any Lot, Unit or other portion of the Property or Additional Property.

Section 8.2 Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, garage, or building in the course of construction or other temporary structure shall be erected or transported onto any portion of the Property except with the consent of the Board of Directors. No outside storage of materials, equipment or otherwise by a Unit Owner shall be permitted. This restriction shall not apply to the Developer/Sponsor or Builder during the course of construction.

Section 8.3 Residential Use Only. Except as provided herein, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that, prior to transfer of title by the Sponsor to all of the Property, the Sponsor may use one or more Lots or other portions of the Property for model homes and/or real estate office.

Owners may lease or rent a unit provided the term of the lease is not less than six (6) months.

In addition:

(i) No mobile homes, recreational vehicles, trailers, boats, jet skis or unregistered vehicles shall be parked on the streets or in driveways for a period in excess of 24 hours.

(ii) No in ground or above ground pools shall be permitted.

(iii) No animals/livestock of any kind shall be raised, bred or kept on any lot except for domestic or customary domestic pets.

(iv) Garbage, other waste materials and recycling materials shall be kept in appropriate sanitary and/or recycling containers and concealed from public view, and such containers may not be stored outside the Units. Owners may not store any materials, equipment or otherwise outside their Unit.

(v) No clotheslines shall be permitted and clothes shall never be hung or placed anywhere in public view.

(vi) Sound levels produced within a home are not to exceed the average intensity of the street traffic noise in the area.

(vii) Color schemes shall stay intact for the duration of the Sponsor and Co-Sponsor own Lots and Units and are actively selling homes in the community. Sponsor and Co-Sponsor reserve the right to change color schemes.

(viii) Full size satellite dishes will not be permitted in the community. Up to 18' satellite dishes are permitted. Satellite dishes cannot be mounted on the front of any home or garage.

Section 8.4 Party Walls. A wall shall be considered a party wall where all of the following conditions are met:

a. the wall is built as part of the original construction of the Units (or is a replacement as a result of a casualty); and

b. the wall is an interior wall of a Building; and

c. the wall serves as a common wall of two or more adjoining Units, whether or not the wall is on the dividing line between such Units.

(A) Maintenance of Party Walls. Each Owner whose Unit contains a party wall shall have an easement to enter upon the Unit with which the party wall is shared to effect necessary repairs or maintenance of such party wall. Each Owner shall be responsible for the ordinary maintenance and repair of such Owner's respective side of a party wall. If it shall become necessary to make substantial repairs to or rebuild a party wall, the cost of such repairing or rebuilding shall be borne equally by the two Owners which share such wall, unless the necessity for repair was created by the wrongful act of one of the two Owners.

In any event where it is necessary for a Unit Owner (or said Owner's authorized employees, contractors or agents) to enter upon a Unit owned by another for purposes of maintaining a party wall, such right shall be exercised upon reasonable notice to the adjoining Owner, shall be limited to reasonable times, and shall be exercised so as not to unreasonably impair the right of the adjacent Owner to the use and quiet enjoyment of said adjacent Unit.

(B) Exposure of Wall. An Owner who, by negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by, such elements.

(C) Materials Used. If and when any party wall is repaired or rebuilt, it shall stand upon the same place and be of the same or similar materials being of the same or greater quality as the original wall.

(D) Destruction of Party Wall. In the event of destruction of a party wall by fire or other casualty, to the extent that such damage is not repaired out of the proceeds of the insurance covering the hazard, the Owner of any Unit which shared the wall may restore it. The Owner who undertakes such restoration shall be entitled to a contribution (equaling one-half the cost of such restoration) from the Owner of the other Unit which shares such wall, unless such damage was caused by the wrongful acts of the other Owner, in which event the Owner causing the damage will be responsible for the cost of all repairs. Such right to contribution shall not be construed, however, to limit in any degree the right of an Owner to seek a greater contribution if so entitled under the law of the State of New York regarding liability for neglect or wrongful acts or omissions.

(E) Party Wall Rights Run With the Land. The rights of support, quiet enjoyment, entry to repair or restore and contribution for the cost of the same which are described in this Article shall run with the land and shall bind the heirs, successors and assigns of each Owner.

ARTICLE IX

ENFORCEMENT, AMENDMENT AND DURATION OF DECLARATION

Section 9.1 Declaration Runs With the Land. Each person or entity acquiring an interest in a Lot, Unit or other portion of the Property or otherwise occupying any portion of the Property [whether or not the deed, lease or any other instrument incorporates or refers to this Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of this Declaration including personal responsibility for the payment of all charges that may become liens against his, her or its property and which become due while he, she or it is the Owner or occupant thereof, and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument transferring an interest in such Unit or other portion of the Property.

Section 9.2 Enforceability.

(a) **Actions at Law or Suits in Equity.** The provisions of this Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Developer/Sponsor and the Association (being hereby deemed the agent for all of its Members), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. Before an individual Owner may take any action to enforce this Declaration, written demand must be made on the Board of Directors of the Association to take such action as contemplated by the Owner. The Board of Directors shall have thirty (30) days in which to proceed or permit the Owner to proceed. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of this Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

(b) **Penalties and Fines.** In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or rules and regulations of the Association or any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against a Lot or Unit Owner or Unit occupant shall be deemed a Special Assessment against the Unit and Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Unit, shall constitute a personal obligation of the Unit Owner and such occupant if other than the Owner, and shall be collectible in the same manner as Assessments under Article V of this Declaration.

Section 9.3 No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right

by that beneficiary or any other to do so thereafter, as to the same or any other violation occurring prior or subsequent thereto. No liability shall attach to the Sponsor, the Association (or any officer, director, employee, Member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of this Declaration.

Section 9.4 Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated pursuant hereto, the costs of such action, including legal fees, shall become a binding, Personal obligation of the violator. If such violator is (1) the Owner, or (2) any family member, tenant, guest or invitee of the Owner, or (3) a family member or guest or invitee of the tenant of the Owner, or (4) a guest or invitee of (i) any member of such Owner's family or (ii) any family member of the tenant of such Owner, such costs shall also be a lien upon the Unit or other portion of the Property owned by such Owner.

Section 9.5 Inspection and Entry Rights. Any agent of the Association may at any reasonable time or times, upon not less than 24 hours' notice to the Owner or occupant, enter upon a Lot or Unit or other portion of the Property to inspect the improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures or other improvements thereon comply with this Declaration, or with the rules and regulations issued pursuant hereto. Neither the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the above, if the Board of Directors determines that it is necessary to trim, cut or prune any tree, hedge or other planting because its location or the height to which or the manner in which it has been permitted to grow is unsightly, detrimental or potentially detrimental to persons or property, or obscures the view of street traffic or is otherwise in violation of this Declaration, or of any rules or regulations of the Association, the Board of Directors shall notify the Owner of the Lot or other portion of the Property who shall be obliged to remedy the violation. If the Owner fails to remedy the violation within thirty (30) days after such notice is given, then the Board of Directors may take such remedial action at the expense of the Owner.

Section 9.6 Notification to Association of Mortgagees and Default Notice to be Sent to Mortgagees. The Association shall be notified by each Unit Owner or such Unit Owner's mortgagee of the name and address of the mortgagee of any mortgage on such Owner's Lot. Upon receipt of such notice, the Association shall thereafter provide such mortgagee with a duplicate copy of any notice of default sent to such Owner with regard to the violation, by such Owner, of any provision of this Declaration.

Section 9.7 Amending or Rescinding. The Sponsor or Developer/Sponsor, during the time it shall own any portion of the Property described in Schedule A to this Declaration, may make amendments to this Declaration to correct omissions or errors or make ministerial changes provided such amendments shall not substantially or adversely modify rights of any Owner, without such Owner's written consent.

Except as otherwise specifically provided for in this Declaration, including Sections 2.2, 3.10, 4.5, 5.6, and the above portion of this Section 9.7, the Board of Directors on its own initiative, or pursuant to a written petition signed by Owners of not less than 50 percent of the Lots or Units owned by persons independent of the Sponsor, may propose an amendment to the Declaration.

The Board of Directors shall hold a Lot and Unit Owners meeting for the purpose of considering such proposed amendment. Notice shall be given as required herein.

The date or initial date for the canvass of the vote on the proposed amendment shall be not less than 30 nor more than 45 days after the meeting. Notice of such vote, containing the date, time and place of the canvass thereof and a copy of the proposed amendment, with such changes as the Board of Directors shall have made as a result of the written and oral comments received at the meeting, and a form of ballot shall be mailed or delivered by the Board of Directors to all Owners not less than 14 days prior to the date or initial date set for the canvass thereof.

The affirmative vote of Owners of 67% or more of the total number of Lots and Units shall be required for approval of a proposed amendment, except that (i) an amendment to shorten the duration of this Declaration or to terminate this Declaration shall require the affirmative vote of Owners of not less than 80% of the total number of Units, and (ii) so long as the Sponsor holds title to any portion of the Property, the written consent of the Sponsor will be required for any amendment which adversely affects a substantial interest or right of the Sponsor, which consent must not be unreasonably withheld; and (iii) no amendment which substantially affects the interest of any lending institution shall be effective if lending institutions which together are first mortgagees on 51% or more of the Units advise the Association in writing, prior to the date or initial date set for voting on the proposed amendment, that they are opposed to such amendment, which opposition must not be unreasonable. Written notice of any proposed amendment which substantially affects the interest of any lending institution first mortgagee shall be sent to all such lending institution first mortgagees whose names appear on the records of the Association at least 30 days prior to the date or initial date set for voting on the proposed amendment.

No amendment shall terminate, extinguish or adversely modify any easement granted in this Declaration which benefits Lots or Units except with respect to those Units or Units whose Owners specifically consent in writing to such termination, extinguishment or modification, except as provided in Section 9.11 of this Declaration.

Section 9.8 Owner Responsible for Tenants. Any lease of a Unit shall provide and specify in writing that the tenant shall comply in all respects with the terms of this Declaration, and the By-Laws, rules and regulations, if any, of the Association. If a tenant or guest of a Lot Owner or tenant is in violation of such Declaration, By-Laws or rules and regulations, the Board of Directors shall so notify the Owner of the Unit which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings commenced against the tenant within fourteen (14) days after the Owner has received notice of such violation, and diligently pursued thereafter, the Board of Directors may pursue any remedies which it may have pursuant to 9.2 of this Declaration.

Section 9.9 When Amendment or Rescission Becomes Effective. Any amendment or rescission to this Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the Erie County Clerk's Office. Such instrument need not contain the written consent of the required number of Owners but shall contain a certification by the Board of Directors of the Association that the consents required for such amendment have been given in writing or by vote duly taken at a meeting of the Association, unless such consent is not required.

Section 9.10 Duration. The provisions of this Declaration shall, unless amended or rescinded as hereinbefore provided, continue with full force and effect against both the Property and the Owners thereof perpetually, unless terminated or its duration shortened by affirmative vote of not less than 80% of Lot and Unit Owners after a meeting is held to discuss same.

Section 9.11 Construction and Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Section 9.13 Conflict with Municipal Laws. The Protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 9.14 Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 9.15 Invalidity of Declaration. The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

ARTICLE X

GENERAL

Section 10.1 Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

Section 10.2 Right Reserved to Sponsor to Impose Additional Protective Covenants. The Developer/Sponsor reserves the right to record additional protective covenants and restrictions prior to the conveyance of any lands encumbered by this Declaration.

Section 10.3 Notice. Any notice required to be sent to the Sponsor or to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been Properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Sponsor, Owner or mortgagee on the records of the Association at the time of such mailing.

770 JJAP LLC

By: _____
Paul Ciminelli, Manager

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

On the _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Paul Ciminelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public

NVR, Inc. d/b/a Ryan Homes of New York

By: _____

Name and Title:_____

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

On the _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public

Schedule A

Initial Property – map and legal description

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie, and State of New York,

Schedule B

Schedule C

By-Laws of HOA

NEW YORK
STATE OF
OPPORTUNITY.

Division of Corporations,
State Records and
Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF INCORPORATION
OF

Muir Woods Townhomes Homeowners Association, Inc.

(Corporation Name)

Under Section 402 of the Not-for-Profit Corporation Law

FIRST: The name of the corporation is:

Muir Woods Townhomes Homeowners Association, Inc.

SECOND: The corporation is a corporation as defined in subparagraph (5) of paragraph (a) of Section 102 of the Not-for-Profit Corporation Law.

THIRD: *(Select one)*

☐ The purpose for which the corporation is formed is any purpose for which corporations may be organized under the Not-for-Profit Corporation Law as a charitable corporation.

☒ The purpose for which the corporation is formed is any purpose for which corporations may be organized under the Not-for-Profit Corporation Law as a non-charitable corporation.

☐ The purpose or purposes for which the corporation is formed are as follows:

FOURTH: *(Check the appropriate statement)*

☒ The corporation is not formed to engage in any activity or for any purpose requiring consent or approval or any state official, department, board, agency or other body. No consent or approval is required.

☐ The corporation is formed to engage in an activity or for a purpose requiring consent or approval of a state official, department, board, agency or other body. Such consent or approval is attached.

FIFTH: The corporation is a: ☐ charitable corporation ☒ non-charitable corporation under Section 201 of the Not-for-Profit Corporation Law.

SIXTH: The office of the corporation is to be located in the County of Erie, State of New York.

SEVENTH: The names and addresses of the three initial directors of the corporation are: *(A minimum of three are required)*

Name: _____

Address: 50 Fountain Plaza, Suite 500, Buffalo, NY 14202

Name: _____

Address: 50 Fountain Plaza, Suite 500, Buffalo, NY 14202

Name: _____

Address: 50 Fountain Plaza, Suite 500, Buffalo, NY 14202

EIGHTH: The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

50 Fountain Plaza, Suite 500, Buffalo, NY 14202

NINTH: *(Optional – Corporations seeking tax exempt status may include language required by the Internal Revenue Service in this paragraph.)*

The following language relates to the corporation's tax exempt status and is not a statement of purposes and powers. Consequently, this language does not expand or alter the corporation's purposes or powers set forth in paragraph THIRD..

Incorporator Name: Brad F. Randaccio, Esq.

(Type or Print)

Address: 50 Fountain Plaza - Suite 1700, Buffalo, NY 14202

Signature X

CERTIFICATE OF INCORPORATION

OF

Muir Woods Townhomes Homeowners Association, Inc.

(Corporation Name)

Under Section 402 of the Not-for-Profit Corporation Law

Filer's Name: Brad F. Randaccio, Esq.

Mailing Address: 50 Fountain Plaza - Suite 1700

City: Buffalo State: New York Zip Code: 14202

NOTES:

1. This sample form is provided by the New York State Department of State for filing a certificate of incorporation.
2. This form is designated to satisfy the minimum filing requirements pursuant to the Not-for-Profit Corporation Law. The Division will accept any other form which complies with the applicable statutory provisions.
3. The Division recommends that this legal document be prepared under the guidance of an attorney.
4. The Division does not provide legal, accounting or tax advice.
5. This certificate must be submitted with a **$75** filing fee made payable to the Department of State.

For DOS use only

AFFIDAVIT OF CO-SPONSORS AND PRINCIPALS OF CO-SPONSORS

STATE OF NEW YORK)
ss:
COUNTY OF ERIE)

Re: Muir Woods Townhomes Homeowners Association, Inc.
Amherst, New York

Paul F. Ciminelli and Thomas Delaney, being duly sworn, hereby depose and say:

1. 770 JJAP, LLC, a New York limited liability company, with offices at 50 Fountain Plaza, Suite 500, Buffalo, New York 14202 (hereafter the "Developer/Co-Sponsor"), is the owner of property known as Muir Woods subdivision, Amherst, NY and a Co-Sponsor of the homeowners association ("HOA") referenced above, with a de minimis cooperative interest relative to the captioned property.

2. Paul F. Ciminelli is the Manager of Developer/Co-Sponsor.

3. NVR, Inc. d/b/a Ryan Homes of New York, a Virginia corporation authorized to do business in New York, with an office at 1026 Union Road, West Seneca, New York 14224 (hereafter the" Builder/Co-Sponsor"), is a Co-Sponsor of the HOA and the contract vendee pursuant to a Contract with Developer/Co-Sponsor as described further herein.

4. Thomas Delaney is Vice-President and Market Manager of the Builder/Co-Sponsor.

5. Paul F. Ciminelli and Thomas Delaney join in this application in their capacities as Principals of the Developer/Co-Sponsor and the Builder/Co-Sponsor, respectively.

6. Developer/Co-Sponsor is the owner and developer of the above referenced property, known as Muir Woods Subdivision, which is the subject of this offering. Attached hereto is a copy of the Deed evidencing Developer/Co-Sponsor as owner. Developer/Co-Sponsor has contracted to sell all ___ subdivision lots to Builder/Co-Sponsor, which shall construct ___ buildings on the Lots for sale to third party purchasers, for a total of ___ townhome Units. The transfer of a lot by Developer/Co-Sponsor to Builder/Co-Sponsor and from Builder/Co-Sponsor to such third-party purchaser will include full membership rights in the Muir Woods Townhomes Homeowners Association, Inc. (the "HOA") and such obligation is contained within the Contract between Developer/Co-Sponsor and Builder/Co-Sponsor. All lots sold and conveyed pursuant to this offering will be subject to a Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens (the Muir Woods Declaration) and will include full membership rights and obligations in the HOA.

7. The Builder/Co-Sponsor has a Contract with Developer/Co-Sponsor to purchase residential lots within Muir Woods on a lot by lot basis. Each lot will be fully developed with all utilities available for service to each lot at the time of purchase by Builder/Co-Sponsor.

Builder/Co-Sponsor will acquire fee simple title to each individual lot prior to commencement of construction of the Unit to be built thereon. Builder/Co-Sponsor shall be solely responsible for the construction of the Units and the warranties related thereto. The Contract to purchase the lots does not require or guarantee that the Builder/Co-Sponsor will build any or all of the Units.

8. The property which is to be cooperatively maintained by Muir Woods Townhomes Homeowners Association, Inc. (the "HOA") consists of private roadways, street lighting, driveways, walkways, green areas and lawn and landscaping maintenance around each of the buildings. The HOA shall also pay for trash collection, snow removal from driveways and the private roads and water, which shall be included in the Budget for the HOA and paid by the Unit Owners as a part of monthly assessments. Adjacent walking trails, storm water drainage system, and all storm water drainage facilities, private drainage areas and a detention pond adjacent to the HOA Property shall be owned and maintained by the adjoining property owner subject to an Agreement with Developer/Co-Sponsor.

Commented [EW1]: Water service, sewer service, pump station, generator, sidewalks, sign

Commented [EW2]: Are we removing snow from driveways and sidewalks?

Commented [EW3]: What is adjacent property? And what is the agreement?

9. There are no lawsuits, administrative proceedings, litigation, foreclosures, bankruptcies, or other proceedings the outcome of which may materially affect the offering, the property, the rights of home or lot owners, or the Developer/Co-Sponsor's and Builder/Co-Sponsor's capacity to perform all of its obligations to the HOA or the operation of the HOA.

10. This development and the amenities contained in the property to be cooperatively owned or maintained by the HOA complies with the Attorney General's requirements for CPS-7 treatment, as this HOA will own and maintain limited property, being driveways, walkways, green areas and landscaping around each of the buildings. There is no construction associated with the property to be owned by the HOA.

Commented [EW4]: Need to verify

11. The number of homes or lots being offered in conjunction with membership in the HOA is ~~87~~160. Construction on the common areas will commence in ~~2026~~2027 and should be completed around each building as the building is completed.

12. The Co-Sponsors will comply with the escrow and trust fund provisions of GBL Section 352-e(2-b) and Section 352-h and the regulations adopted by the Attorney General in 13 NYCRR Part 22.3(k)(2-7), and will hold down payments for the purchase of the property in trust for the benefit of purchasers. Such funds will not be commingled with the monies of the Developer/Co-Sponsor or Builder/Co-Sponsor until actually employed in connection with the consummation of the transaction.

13. Builder/Co-Sponsor will furnish each offeree a complete copy of the filed application for CPS-7 treatment and a copy of the letter granting such treatment prior to accepting any down payment.

14. Neither Developer/Co-Sponsor, Builder/Co-Sponsor nor any Principals thereof owns, in whole or in part, or has an option or right to acquire in whole or in part, any adjoining areas that are not fully developed.

15. The purchase price of a home or lot includes the cost of membership in the HOA.

16. Developer/Co-Sponsor is obligated to pay assessments on unsold homes/lots, pursuant to 13 NYCRR Section 22.3(p)(3), and such assessments shall not exceed the lesser of the amount calculated for: (1) HOA charges including supplemental charges on all unsold homes or lots; or (2) the difference between the actual expenses, including reserves applicable to completed improvements as provided for in the HOA Budget, and the HOA charges levied on owners who have closed title to their homes or lots as projected in the budget, which shall be paid to the HOA on a monthly or annual basis.

17. Assessments will be levied against the subdivision lots upon conveyance of the first lot or completed Unit by Builder/Co-Sponsor to a Third Party Purchaser and will be collected on a quarterly basis. Charges unpaid for more than thirty (30) days will become a lien on a member's property and shall bear interest at the rate of 1% per month. Members will be assessed with late charges and attorneys' fees incurred by the HOA for collection of unpaid charges. The lien for such unpaid charges will be subordinate only to a first mortgage and real property taxes assessed against the property.

18. There will be no liens or mortgages remaining on the property after conveyance of each lot or home to the third-party purchaser.

19. Developer/Co-Sponsor and Builder/Co-Sponsor shall provide each offeree the following information:

(a) a copy of the recorded deed to the HOA property from Developer/Co-Sponsor to the HOA ;

(b) the estimated monthly or annual assessment and the proposed budget prepared in compliance with the requirements set forth in 13 NYCRR Section 22.3(g) including back-up documentation for all budget items associated with maintenance of the common amenities. As an alternative to including back-up documentation, a certification of the adequacy of the budget in conformity with the requirements set forth in 13 NYCRR Section 22.4(d) may be provided.

(c) Disclosure of the escrow account as required by 13 NYCRR Section 22.3(k)(2); and

(d) such other information as the Department of Law may require to be presented to each offeree.

20. The roads will be private and will be not dedicated to the Town of Amherst as public highways. The roads will not meet local governmental standards for public roads but will be constructed to local governmental standards. The Sponsor will bear the costs of maintaining and completing the roads if construction is not completed prior to the first closing. The HOA will have the responsibility for maintenance, repair or replacement of the roadways.

21. All of the homes to be constructed will share party walls. The Owners of adjoining homes will have shared obligations to maintain the party walls. Maintenance of the party walls shall not be an obligation of the HOA.

22. Co-Sponsors shall not amend the application to change the de minimis nature of the cooperatively owned or HOA property.

23. Co-Sponsors must promptly amend the application in accordance with the Amendment Procedure contained in CPS-7 if the changes in facts or circumstances meet the criteria set forth therein. If the changes are material or adverse to purchasers, the Co-Sponsors must grant purchasers a right of rescission and a reasonable period of time not less than 15 days to exercise such right. Amendments shall be served on all purchasers and the HOA Board. Co-Sponsors may be required to obtain consent of the affected members of the HOA to such changes prior to amending the application, the fact of which shall be disclosed in the amendment.

24. Builder/Co-Sponsor has reserved the right to withdraw as the Builder/Co-Sponsor if it decides to no longer build homes in Muir Woods. The CPS-7 Application would then be amended to remove NVR, Inc. as the Builder/Co-Sponsor.
The Builder Co-Sponsor has a binding contract with the Developer Co-Sponsor to purchase all the lots within the development on an individual basis. The Builder Co-Sponsor will acquire fee simple title to each individual lot prior to commencement of construction of the Unit to be built thereon. The Builder Co-Sponsor shall be solely responsible for the construction of the Units and the warranties related thereto. Each lot will be fully developed with all utilities available for service to each lot at the time of purchase by the Builder Co-Sponsor. The purchase and development of all lots by the Builder Co-Sponsor from the Developer Co-Sponsor depends on sales within the development but the contract to purchase the lots does not require or guarantee that the Builder Co-Sponsor will build any or all the Units. If the Builder Co-Sponsor does not purchase and develop all or any Units, the Developer Co-Sponsor will endeavor to complete construction or find another Builder Co-Sponsor and the CPS-7 Application will be amended."

25. The use for which the units and property are being offered will comply with the property's certificate of occupancy, zoning, building and housing laws, rules and regulations.

770 JJAP LLC

By:_____
Paul F. Ciminelli, Manager

_____
Paul F. Ciminelli

Subscribed and sworn to before me this
__ day of _____, 2026

_____
Notary Public

NVR, Inc. d/b/a Ryan Homes of New York

By:_____
Thomas Delaney

_____
Thomas Delaney

Subscribed and sworn to before me this
__ day of _____, 2026

_____
Notary Public

STATISTICAL RECORD

NAME OF PROJECT Muir Woods Townhomes Homeowners Association

ADDRESS _____

CITY Amherst COUNTY Erie STATE NY ZIP 14228

SPONSOR 770 JJAP and NVR, Inc. d/b/a Ryan Homes of New York
(LIST INDIVIDUAL PRINCIPALS ON BACK OF CARD)

ADDRESS 50 Fountain Plaza, Suite 500, Buffalo, NY 14202

SPONSOR'S ATTORNEY (Firm) Lippes Mathias LLP

BY Brad F. Randaccio, Esq. TEL. NO. 716-853-5100

ADDRESS 50 Fountain Plaza, Suite 1700, Buffalo, NY 14202

CHECK APPLICABLE ITEMS:

- ☐ Pt 17 (Coop)
- ☐ Pt 18 (Occ. Coop)
- ☐ Pt 19 (Condo)
- ☐ Pt 20 (NC/Vac. Condo)
- ☐ Pt 21 (NC/Vac Coop)
- ☐ Pt 22 (Homeowners)
- ☐ Pt 23 (Occ. Condo)
- ☐ Pt 24 (Timeshare)
- ☑ Other CPS-7

File NO: _____
FOR OFFICE USE ONLY

DEPOSIT $ _____
REC./DATE _____
BALANCE $ _____
REC./DATE _____
INIT. PP $ _____
PP on Accep. _____
Date _____
CPS-1 Date _____
CPS- 7 Date _____
Atty. _____
Date Acc. _____
Rec. No. _____

KEY DATES:
PLAN REC'D _____
ASSIGNED TO:
_____

REJECTED: _____
WITHDRAWN: _____
ABANDONED: _____
ACCEPTED: _____
EFFECTIVE: _____
NO. OF UNITS SOLD: _____

BUILDING INFORMATION

Check Applicable Items:

- ☐ Coop
- ☐ Condo
- ☐ Condo/Coop
- ☐ Continuing Care Retirement Community
- ☑ HOA
- ☐ Sponsored by HPD (NYC)
- ☐ Loft
- ☐ PHFL:
  - ☐ Mitchell Lama: Art. 2
  - ☐ Redevelopment Co: Art. 5
  - ☐ HDFC: Art. 11
- ☐ Timeshare
- ☐ Other: _____ (Specify)

Check Type:

- Res. Conver.:
  - Non Evic. ☐
  - Evic. ☐
  - Prof. ☐
- Res. Vacant:
  - New Const. ☑
  - Rehab. ☐
- Comm.:
  - Occ. ☐
  - Prof. ☐
  - Vacant ☐
- Other: _____ (Specify)

No Units:

- Comm. _____
- Parking _____
- Prof. _____
- Resort _____
- Resid. _____
- RC _____
- RS _____
- Non-reg. _____
- Storage _____
- Other _____
- Total: _____

Existing Use:

- Commercial ☐
- Loft (Mfg.) ☐
- Office ☐
- Prof.Bldg. ☐
- Residential ☐
- SRO ☐
- School, Hosp. ☐
- Other vacant land (Specify)

LIST ALL INDIVIDUALS WHO ARE PRINCIPALS OF THE SPONSOR
(PLEASE PRINT OR TYPE)

Paul Ciminelli		
Thomas Delaney		

STATE OF NEW YORK DEPARTMENT OF LAW
REAL ESTATE FINANCE BUREAU
28 Liberty Street
New York, NY 10005
212-416-8122
1-800-788-9898 TDD (for hearing impaired)

NY FORM M-10

SPONSORS AND SELLING AGENTS BROKER DEALER STATEMENT

All brokers and dealers whose principal business is in the offering, sale or promotion of condominiums, shares of cooperative apartment corporations or commercial cooperative corporations, interests in homeowners associations, timeshare projects, senior residences or any other participation interests in real estate, shall submit Form M-10.

Out-of-state or foreign organizations must attach a certified copy of a Designation for the Service of Process from the Secretary of State. Attach additional sheets if space provided is inadequate. For assistance in completing this form, call the Real Estate Finance Bureau: (212) 416-8122.

Name of Registrant: 770 JJP, LLC Telephone No.: 716-631-8000

Address: 50 Fountain Plaza, Suite 500 (Street) Buffalo (City) NY (State) 14202 (Zip)

Other offices, if any _____

1. Registrant is a [ ] corporation [ ] general partnership [ ] limited partnership
   [ ] sole proprietor [✓] limited liability company
   [ ] other: specify _____

   Organized under the laws of New York

2. Registrant is a [✓] sponsor.
   [ ] selling agent. If a licensed real estate broker, give state license number and expiration date _____
   [ ] holder of unsold shares of a cooperative corporation.
   [ ] purchaser for investment or resale of unsold shares of a cooperative corporation.
   [ ] seller of interests in a homeowners association.
   [ ] other: specify _____

3. If registrant is a new or substitute sponsor, broker or dealer, has this information been disclosed in an offering plan or amendment? Yes [✓] No [ ]

Filing fee ..... $300 (valid for 4 years) Additional fee for each partner, proprietor, principal, member, officer, director, or manager.....$ 15.00 each Filing fee must accompany this statement. Payment by Attorney's check, company check, certified check, bank check or money order. Personal checks not accepted.	Make check payable to the **NYS Department of Law.** Send remittance to: Real Estate Finance Bureau NYS Department of Law 28 Liberty Street, 15th Floor New York, NY 10005

4. Name of cooperative, condominium, homeowners association, senior residence or timeshare which gave rise to this filing.
Muir Woods Townhomes Homeowners Association

Address of same _____

5. The offering or selling will take place in:

[✓] New York State only.
[ ] New York and other states: specify _____

6. The offering will be made by:

[✓] officers, directors, members, managers, and employees of registrant.
[ ] selling agent. If so, give name(s) and address(es): _____

7. Has registrant, any officer, director, member, principal, partner, or manager ever:

A. been suspended or expelled from membership in any securities exchange, association of securities dealers or investment advisers or counsel? ..... Yes [ ] No [✓]

B. had a license or registration as a dealer, broker, investment adviser or salesperson denied, suspended or revoked? ..... Yes [ ] No [✓]

C. been enjoined or restrained by any court or agency including the NYS Department of Law from:

1. the issuance, sale or offer for sale of securities? ..... Yes [ ] No [✓]
2. rendering securities advice or counsel? ..... Yes [ ] No [✓]
3. handling or managing trading accounts? ..... Yes [ ] No [✓]
4. continuing any practices in connection with securities? ..... Yes [ ] No [✓]

D. Entered into an Assurance of Discontinuance with the NYS Department of Law whereby that person agreed not to issue, sell or offer for sale securities, or act as a broker or dealer, directly or indirectly of Yes [ ] No [✓]

E. been convicted of any crime? ..... Yes [ ] No [✓]

F. used or been known by any other name? If "Yes," give other name(s)..... Yes [ ] No [✓]

G. been the subject of any professional disciplinary proceeding? ..... Yes [ ] No [✓]

H. Filed for bankruptcy [ ] been adjudged a bankrupt or made a general assignment for the benefit of creditors or been an officer, director, member, principal, manager or any entity which was reorganized in bankruptcy, adjudged a bankrupt or made a general assignment for the benefit of creditors? ..... Yes [ ] No [✓]

I. had an offering or selling of securities within the last three years or been an officer, director, principal, member, partner or manager of any entity which had sold or offered securities within the last three years? ..... Yes [✓] No [ ]

If any answer to any of the above (Question 7) is "Yes," attach statement of full particulars, giving date, nature of offense, title and location of agency or court involved, circumstances and final disposition.

8. List names and residence addresses of all securities salespersons (if none, so indicate).
NONE

9. Provide the following information for each proprietor, officer, director, member, principal, partner or manager. Attach continuation sheets if more space is needed. **All fields must be completed, or form will be deemed incomplete.**

A. Name: Paul F. Ciminelli Title: Manager

Home Address: 89 Maynard Drive Phone: 716-836-1626

Place of Birth: Buffalo, NY Date of Birth: 06/25/1959

Social Security No.: 111-48-1867

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

Other home addresses for past ten years:

_____

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held
05/1987	current	Ciminelli Real Estate Corporation	President
		50 Fountain Plaza, Suite 500, Buffalo, NY 14202	

B. Name: _____ Title: _____

Home Address: _____ Phone: _____

Place of Birth: _____ Date of Birth: _____

Social Security No.: _____

For foreign applicants without a social security number, provide one of the following:

Individual Taxpayer Identification Number: _____

Passport Number: _____ (Annex photocopy hereto)

Other home addresses for past ten years:

_____

Complete employment and business affiliation record for the past five years. Include periods of self-employment and unemployment. Include all corporations, partnerships, limited liability companies or other entities where person holds or held a substantial equity or controlling interest.

From Mo. Yr.	To Mo. Yr.	Employer or Business Affiliation Name Address	Position Held

10. The undersigned constitute all proprietors, officers, directors, members, principals, partners or managers of the registrant. Each hereby represents that all statements contained herein are true and correct and understands that any false statement shall constitute a violation of Article 23-A of the General Business Law.

Signatures must be dated, or form will be deemed incomplete.

Signature	Name and Title (Please type or print)	Date
	Paul F. Ciminelli	

BY-LAWS

OF

MUIR WOODS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

NAME: Muir Wood Townhomes Homeowners Association, Inc.

Developer/Co-Sponsor: 770 JJAP LLC
50 Fountain Plaza, Suite 500
Buffalo, New York 14202

Builder/Co-Sponsor: NVR, Inc. d/b/a Ryan Homes of New York
1026 Union Road
West Seneca, New York 14224

DATED: _____, 2026

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BY-LAWS OF

MUIR WOODS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1.1 The name of the corporation is Muir Woods Townhomes Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the Town of Amherst, County of Erie and State of New York.

ARTICLE II

DEFINITIONS

Section 2.1 As used in these By-Laws, the following words, phrases or terms shall be defined as:

A. "BUILDER" or "BUILDER/CO-SPONSOR" shall mean NVR, Inc. d/b/a Ryan Homes of New York, its successors or assigns.

B. "DECLARATION" shall mean and refer to the document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens – Muir Woods Townhomes" imposed by the Developer on the Property, as defined below, as it may from time to time be supplemented or amended in the manner provided for in said Declaration.

C. "DEVELOPER" or "DEVELOPER/CO-SPONSOR" shall mean 770 JJAP LLC, its successors or assigns.

D. "LOT" shall mean and refer to any portion of the Property identified as a separate parcel on the tax records of the Town of Amherst or shown as a separate lot upon any recorded or filed subdivision map, with the exception of Association Property as defined in the Declaration.

E. "MEMBER" shall mean and refer to the Owner of a Lot or Unit subject to the Declaration whether the holder of record title of the fee interest in the Lot or Unit or the record holder of any leasehold estate, whether or not such holder actually resides on the part of the Property.

F. "OWNER" shall mean and refer to the holder of record title, whether one or more persons or entities, of the fee interest in any Lot or Unit, whether or not such holder actually resides in such Unit or on such Lot.

G. "PROPERTY" shall mean and refer to all property and lands which are subject to the Declaration.

H. "SPONSOR" shall mean and refer to 770 JJAP LLC, its successors and assigns, and NVR, Inc. d/b/a Ryan Homes of New York, its successors and assigns, jointly.

I. "UNIT" shall mean and refer to any completed living Unit situated upon the Property or any dwelling unit on the Property which has been occupied as a residence.

ARTICLE III

MEMBERS

Section 3.1 Membership in the Association. The Members of the Association shall be the Owners of all Lots and Units on the Property, provided that any person or entity holding such interest merely as security for the performance of an obligation shall not be a Member. Developer and Builder shall be a member so long as either or both shall hold title to any Lot or Unit on the Property or any Additional Property as defined in the Declaration.

Section 3.2 Right of Sponsor to Assign. The Developer may assign its membership in the Association to any person, corporation, association, trust or other entity, and such assignee, and any future assignee of such membership may make successive like assignments. Memberships in the Association shall not otherwise be transferable or assignable.

Section 3.3 Voting Rights. Owners shall be entitled to one (1) vote for each Lot or Unit owned. When any Lot or Unit is owned or held by more than one person as tenants by the entirety, in joint or common ownership or interest, such Owners shall collectively be entitled to only one (1) vote and if such Owners cannot jointly agree as to how that vote should be cast, no vote shall be allowed. Any Member who is in violation of the Declaration, as determined by the Board of Directors of the Association, shall not be entitled to vote during any period in which such violation continues provided that in no event may an Owner's voting rights be suspended for nonpayment of Assessments to the Association. Every Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall by valid for such meeting or subsequent adjourned meetings thereof.

Section 3.4 Voting Regulations. The Board of Directors of the Association may make such regulations, consistent with the terms of the Declaration, the Certificate of Incorporation, these By-Laws, and the Not-for-Profit Corporation Law of the State of New York, as it deems advisable for any meeting of the Members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, the establishment of representative voting procedures and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 3.5 Corporate Members. Any votes of a corporate member may be cast by duly authorized officer of such corporation.

Section 3.6 Absentee Ballots. On any matter submitted to the Members for vote, other than the election of Directors of the Association, any Member entitled to vote may cast a vote without attending the meeting in question by filing a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the Member intends to vote and that the Member votes for or against the same. Members unable to attend a meeting at which Directors of the Association are to be elected shall be entitled to file an absentee ballot if so provided by the Board of Directors or may vote by a proxy which shall be in writing and shall be filed with the secretary of the Association.

Section 3.7 Proxies. All proxies shall be in writing and shall be filed with the Secretary of the Board of Directors prior to the meeting at which the proxies are to be used. A notation of such proxies shall be made in the minutes of the meeting.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.1 First and Annual Meetings. The Developer will have control of the Board of Directors for seven (7) years from the date of recording of the Declaration or until the transfer of title to 75% of the Lots and Units, whichever shall first occur. After the transfer of title to 75% of the Lots and Units or the termination of said seven (7) year period, the Developer shall notify all Lot and Unit Owners that the first annual meeting of Owners shall be held within 30 days thereafter. At such meeting all Owners, including the Developer, shall elect a new Board of Directors which shall consist of three (3) members. Annual meetings of the Owners shall be held on the anniversary of such meeting of the Owners as provided herein or on such other date and at such time convenient to the Owners as shall be designated by the Board of Directors. At such meetings the Board of Directors shall be elected by ballot of the Lot and Unit Owners in accordance with the requirements of these By-Laws. Notwithstanding any contrary provision of these By-Laws and/or the Declaration, at said first election after seven (7) years from the date of recording of the Declaration or transfer of title to 75% of the Units, and at each election thereafter, so long as the Developer shall continue to own one (1) or more of the Lots, Units or Additional Property, the Developer shall have the right to appoint one (1) member of the Board of Directors. Members of the Board of Directors appointed by the Developer shall serve for a term of one year. All other members of the Board of Directors shall be elected by the Owners and shall serve for the terms prescribed by these By-Laws. The Owners may transact such other business at such meeting as may properly come before them.

Section 4.2 Place of Meetings. Meetings of the Owners shall be held at a suitable place convenient to the Lot and Unit Owners as may be designated by the Board of Directors.

Section 4.3 Special Meetings. Special Meetings of the Members may be called at any time by the President or the Board of Directors, or at the request in writing of Members of the Association holding not less than one-half (1/2) of the votes entitled to be cast at the meeting.

Section 4.4 Notice of Meetings. Not less than ten (10) days or more than thirty (30) days before the date of any Annual or Special Meeting of Members, the Association shall give to each Member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting, and, in the case of a Special Meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered either by mail, electronic mail or by presenting it to the Member personally, or by leaving it at such Member's residence as shown on the records of the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the Member at his or her post office address as it appears on the records of the Association. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after such meeting is held, or actual attendance at the meeting in person, shall be deemed equivalent to the giving of such notice to such persons. The waiver may be signed by any reasonable means, including facsimile signature. All such waivers, consents, and approvals shall be filed with the secretary of the Association or made a part of the minutes of the meetings. Waivers may be written or electronic. If electronic, the transmission of the waiver must be sent by electronic mail and set forth or be submitted with information from which it can reasonably be determined that the transmission was authorized by the person granting the waiver. Any meeting of Members, Annual or Special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of

any such adjourned meeting other than by announcement at the meeting at which the adjournment is taken.

Section 4.5 Quorum. Members holding not less than one-half (1/2) of the total votes of the membership shall constitute a quorum at any meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present or be represented. The act of a majority of the Members present in person or by proxy at a meeting at which a quorum was present shall be the act of the Members unless the act of a greater or lesser number is required by law, or by the Certificate of Incorporation of the Association, the Declaration, or these By-Laws.

Section 4.6 Waiver and Consent. Wherever the vote of the membership is required by law, or by the Certificate of Incorporation of the Association, the Declaration or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Whenever the vote of the Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Owners may be dispensed with if all Lot and Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 4.7 Majority Vote. The vote of a majority of Owners at a meeting at which a quorum shall be present shall be binding upon all Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. The term "majority of Owners" shall mean those Lot or Unit Owners having more than 50% of the total authorized votes of all Lot and Unit Owners present in person or by proxy and voting at any meeting of the Owners, determined in accordance with the provisions of Section 2.3 of these By-Laws.

Section 4.8 Inspectors of Election. The Board of Directors in advance of any meeting of Owners, may appoint two (2) or more persons, who need not be Lot or Unit Owners, to act as inspectors of election at such meeting or any adjournment thereof. If inspectors of election are not so appointed prior to the meeting, the person presiding at such meeting may, and on the request of any Owner, entitled to vote thereat shall, appoint two (2) or more inspectors of election. In case any person appointed fails to appear or act, the vacancy may be filled in advance of the meeting by the Board of Directors or at the meeting by the person presiding thereat.

The inspectors of election shall (I) determine the Lot and Unit Owners entitled to vote at the meeting; (2) determine the existence of a quorum and the validity and effect of proxies; (3) receive ballots or determine votes or consents; (4) hear and determine any challenges or questions arising in connection with any Lot or Unit Owner's right to vote; (5) count and tabulate all votes, ballots or consents and determine the result thereof, and (6) do such other acts as may be proper to conduct an election or vote with fairness to all Owners.

Section 4.9 Order of Business at Meeting. The order of business at all regular meetings of members of the Association shall be as follows:

(1) Call meeting to order;
(2) Proof of Notice of meeting or waiver of notice;
(3) Reading of minutes of preceding meeting;
(4) Reports of officers;
(5) Reports of committees;
(6) Appointment of inspectors of election;

(7) Election of Directors, if any;
(8) Unfinished/old business;
(9) New business;
(10) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Number of Directors. The business and affairs of the Association shall be managed by the Board of Directors. The number of Directors of the Association shall initially be three (3) designated by the Developer to serve until the first annual meeting of the Owners. At such annual meeting, Owners shall elect a new Board of Directors consisting of three (3) members. So long as the Developer continues to own one (1) or more Lots or Units it shall be entitled to appoint one (1) member of the Board of Directors. If such member is appointed, the Developer will not cast its votes to elect the remaining two (2) members of the Board.

Section 5.2 Nominations. Nominations for election to the Board of Directors at the first annual meeting and thereafter shall be made by a nominating committee which shall consist of a chairman, who may or not be a member of the Board of Directors, and two (2) or more Members of the Association. Nominations may also be made in writing at least ten (10) days prior to the annual meeting to be included on the ballot or from the floor at the annual meeting of the Association to be considered as a write-in vote.

The members of the Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each Annual Meeting of the Members and shall serve only to make the nominations for Directors to be elected at that meeting.

The Nominating Committee shall make as many nominations for election of the Board of Directors as it shall in its sole discretion, determine, but not less than the number of vacancies that are to be filled.

Section 5.3 Election. Voting shall take place at the annual meetings of the Association by secret written ballot which shall:

(a) set forth the number of vacancies to be filled;

(b) set forth the names of those nominated to fill such vacancies; and

(c) contain space for a write-in for each vacancy.

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.4 Term. Each member of the Board of Directors, except for members designated by the Developer and those elected at the first annual meeting of the Association, shall serve two (2) years or until such time their successor is elected.

At the first annual meeting of the Association, Members shall elect two (2) Directors to serve a term of two (2) years and one (1) Director for a term of one (1) year. At each subsequent annual meeting, Members shall replace each Director whose term has expired and elect their successors for a term of two (2) years. So long as Developer holds title to at least one (1) Lot or Unit, it shall have the right to appoint one (1) member of the Board of Directors. Sponsor shall not be permitted to vote if it exercises its right to appoint a member of the Board of Directors.

Section 5.5 Vacancies. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy such person was elected to fill. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors and any Director so elected shall hold office until the next meeting of Members or until a successor is elected and qualifies.

Section 5.6 Removal. At any regular or special meeting of the Owners, duly called at which a quorum is present, any member of the Board elected by the Owners may be removed (i) without cause, by the affirmative vote of not less than two-thirds (2/3) of all Owners other than the Developer, and (ii) with cause, by the affirmative vote of not less than a majority of all Owners, other than the Developer, and a successor may then and there or thereafter be elected to fill the vacancy thus created.

Any member of the Board of Directors whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Members of the Board of Directors appointed by the Developer may be removed without cause only by the Developer, but may be removed for cause in the same manner as any other member of the Board of Directors may be removed for cause. The successor to such removed member shall be appointed by the Developer.

In addition the other Directors may, by the affirmative vote of not less than two-thirds (2/3) of the other Directors, declare the position of the Director vacant in the event the person filling such position shall be absent from three (3) consecutive meetings.

Section 5.7 Compensation. Directors shall not receive any compensation or salary for their services. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. A Director who serves the Association in any capacity other than as a Director or officer, however, may receive compensation therefor.

Section 5.8 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such places and at such times convenient to the Directors as may be designated from time to time by resolution of the Board of Directors. Should such meeting date fall on a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.9 Special Meetings. Special Meetings of the Board of Directors may be called at any time at the request of the President or any two (2) Directors after not less than two (2) days' notice to each Director. The person or persons authorized to call such Special Meeting of the Board may fix any place convenient to the Directors as a place for holding such Special Meeting. Any Director may, in writing, signed by such Director, before or after the time of the Special Meeting stated therein, waive notice of any Special Meeting. The attendance of a Director at any Special Meeting shall constitute a waiver of notice of such Special Meeting. Neither the business to be transacted at, nor the purpose of, any Special Meeting, need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Certificate of Incorporation of the Association or by these By-Laws.

Section 5.10 Quorum and Voting. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is provided otherwise by statute, by the Certificate of Incorporation, or by the By-Laws, a vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the Directors present may adjourn the meeting from time to time by majority vote and without further notice, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted as originally called.

Section 5.11 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, provided a written consent to such action is signed by all members of the Board of Directors or of such committee and provided further such written consent is filed with the minutes of proceedings of the Board or committee.

Section 5.12 Powers and Duties. The Board of Directors may exercise all the powers of the Association, except such as are conferred upon or reserved to the Members by statute or by the Certificate of Incorporation or the By-Laws. The powers, duties and authority of the Board of Directors shall specifically include, but shall not be limited to the following:

(a) To determine, levy and collect the assessments and common charges as provided for in the Declaration.

(b) To collect, use and expend the assessments and charges collected for the maintenance, care and preservation and operation of the property of the Association.

(c) To procure and maintain adequate liability insurance covering the Association, its Directors, Officers, agents and employees and to procure and maintain adequate hazard insurance on such of the Association's real and personal properties and the Units as it deems appropriate.

(d) To repair, restore or alter the properties of the Association after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(e) To adopt and publish rules and regulations governing the use of Association Property and facilities, and the personal conduct of the members and other guests thereon, and establish penalties for infractions thereof.

(f) To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the provisions of the Declaration or of any rules or regulations of the Association.

(g) To pay all taxes owing by the Association.

(h) Maintain, repair and replace, as necessary, all properties and facilities owned by the Association or for which the Association has maintenance responsibilities under the Declaration.

(i) To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive meetings of the Board of Directors.

(j) To keep a complete record of the actions of the Board of Directors and the corporate affairs of the Association and to present a statement thereof to the Members at the annual meeting of Members, or at any special meeting of Members when such a statement is requested in writing by not less than one- fourth (1/4) of the Members entitled to vote.

(k) To issue, or cause to be issued, upon demand by any person an "Assessment Certificate" as provided in the Declaration, setting forth the status of payment of assessment for any Unit.

(l) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration.

ARTICLE VI

OFFICERS

Section 6.1 Officers. The officers of the Association shall be the President (who shall be a Member of the Board of Directors), a Vice Presidents, the Secretary and the Treasurer. The Vice-President shall also be the Secretary. The Board of Directors may elect such other officers as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 6.2 Election. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.3 Term and Vacancies. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office until his or her successor shall have been duly elected, unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve. The vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6.4 Resignation and Removal. Any officer may be removed by the Board of Directors, with or without cause, whenever, in the judgment of the Board, the best interests of the Association will be served thereby. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date or receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.5 President. The President shall be the chief executive officer, shall supervise the work of other officers, shall preside at all meetings of Members, and if there is no Chairman of the Board, shall preside at all meetings of Directors, and shall perform such other duties and functions as may be assigned him or her. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board of these By-Laws.

Section 6.6 Vice President. Any Vice President shall be capable of performing all of the duties of the President. He or she may sign, in the name of the Association, any and all contracts or other instruments authorized by the Board, and shall perform such other duties and functions as may be assigned to him or her by the President or the Board.

Section 6.7 Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these By-Laws, shall record the votes and keep the minutes of all meetings, shall have charge of the seal and corporate records of the Association, shall keep records of the members of the Association and the mortgagees of dwelling Units on the Property, and shall perform such other duties as are assigned to him or her by the President or the Board. Any Assistant Secretary shall be capable of performing all of the duties of the Secretary.

Section 6.8 Treasurer. The Treasurer shall have the custody of all moneys and securities of the Association and shall keep or cause to be kept regular books and records. He or she will account to the President and the Board, whenever they may require it, with respect to all of his or her transactions as Treasurer and of the financial condition of the Association, and shall perform all other duties that are assigned to him or her by the President, the Board or these By-Laws.

Section 6.9 Other Officers. Such other officers as the Board may appoint shall perform such duties and have such authority as the Board may determine.

ARTICLE VII

COMMITTEES

Section 7.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall be comprised solely of Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Certificate of Incorporation of the Association or to the By-Laws or a plan or merger or consolidation.

All actions by any such committee shall be reported to the Board of Directors at its meeting next succeeding such actions. Such actions shall be subject to control, revision, alteration, and approval by the entire Board of Directors.

Section 7.2 Committees of Members. The Association shall have such committees as the Board of Directors shall deem desirable. Each committee shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. Such committees of the Association shall not have the authority to bind the Association.

Section 7.3 Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Each committee shall keep regular minutes of its proceedings and shall report such proceedings to the Board of Directors as required by the Board.

ARTICLE VIII

FINANCE

Section 8.1 Checks. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association shall, unless otherwise provided by resolution of the Board of Directors, be signed by the President or Treasurer and countersigned by one Director of the Association, provided that the President or Treasurer and Director so signing are not the same person.

Section 8.2 Fiscal Year. The fiscal year of the Association shall be the twelve (12) calendar months, ending December 31st of each year, unless otherwise provided by the Board of Directors.

Section 8.3 Annual Reports. There shall be a full and correct statement of the financial affairs of the Association including an annual review of operation for the preceding fiscal year prepared by a certified public accountant in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as specified therein. Such report shall be submitted at the Annual Meeting of the Members and filed within twenty (20) days thereafter at the principal office of the Association.

ARTICLE IX

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, Lot Owner, title insurer and mortgagee. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any of the foregoing parties at the principal office of the Association.

ARTICLE X

AMENDMENTS

Section 10.1 Alteration, Repeal or Amendment. These By-Laws may be altered, repealed or amended and new By-Laws may be adopted at any regular or special meeting of the Members, by vote of two thirds majority of all Members of the Association, so long as the Association has received in writing the consent of at least 51% of mortgage holders of record.

Section 10.2 Conflict with Certificate of Incorporation or with Declaration. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 10.3 Conflict of Interest. The Association shall comply with the terms of the Conflict of Interest Policy for all related party transactions, as therein defined.

CERTIFICATION BY CO-SPONSORS AND PRINCIPALS

Date: August __, 2026

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York 10005

Re: Muir Woods Townhomes Homeowners Association, Inc.
Amherst, New York

To Whom it Concerns:

770 JJAP LLC is the Developer/Co-Sponsor of the Homeowners Association ("HOA") for the captioned property. NVR, Inc. d/b/a Ryan Homes of New York, is the Builder/Co-Sponsor of the HOA for the above captioned property. Paul Ciminelli is the Manager of Developer/Co-Sponsor and Thomas Delaney is the Vice-President of the Builder/Co-Sponsor. 770 JJAP LLC owns all of the land and subdivision lots within the Muir Woods Subdivision. NVR, Inc. d/b/a Ryan Homes of New York has a Contract with 770 JJAP LLC to purchase subdivision lots and construct the homes thereon.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 22, and such other laws and regulations as may be applicable, including this application pursuant to CPS-7.

We have read the entire CPS-7 application, including sponsor's affidavit. We have investigated the facts set forth in the application and the underlying facts.

We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the application gives full disclosure as to the amenities included in the HOA, provides full disclosure as to the condition of the property, identity of the parties involved and any lawsuits, administrative proceedings, litigation or other proceedings the outcome of which may materially affect the offering, the property, or sponsor's capacity to perform all of its obligations to the HOA or the operation of the HOA, and complies with the Attorney General's requirements for granting a CPS-7 application.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

770 JJAP LLC (Developer/Co-Sponsor)

By:_____
Paul F. Ciminelli, Manager

_____
Paul F. Ciminelli

Subscribed and sworn to before me this ___ day of _____, 2026.

_____
Notary Public

NVR, Inc. d/b/a Ryan Homes of New York

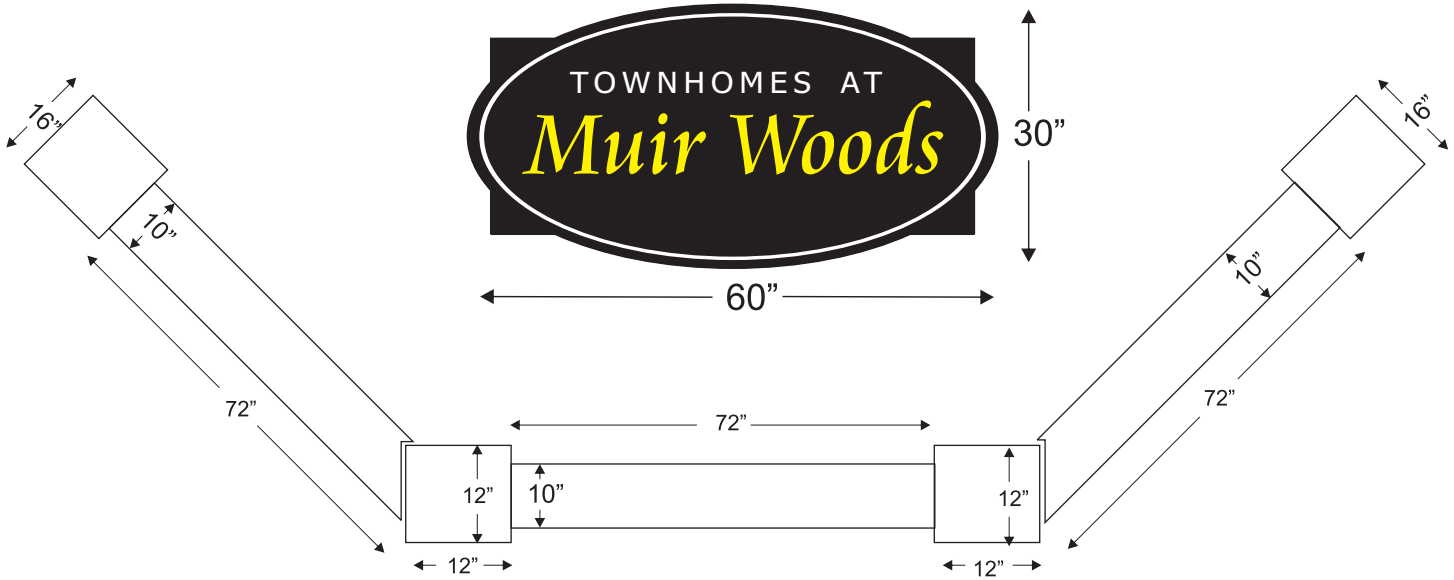
By:_____
Thomas Delaney, Vice-President

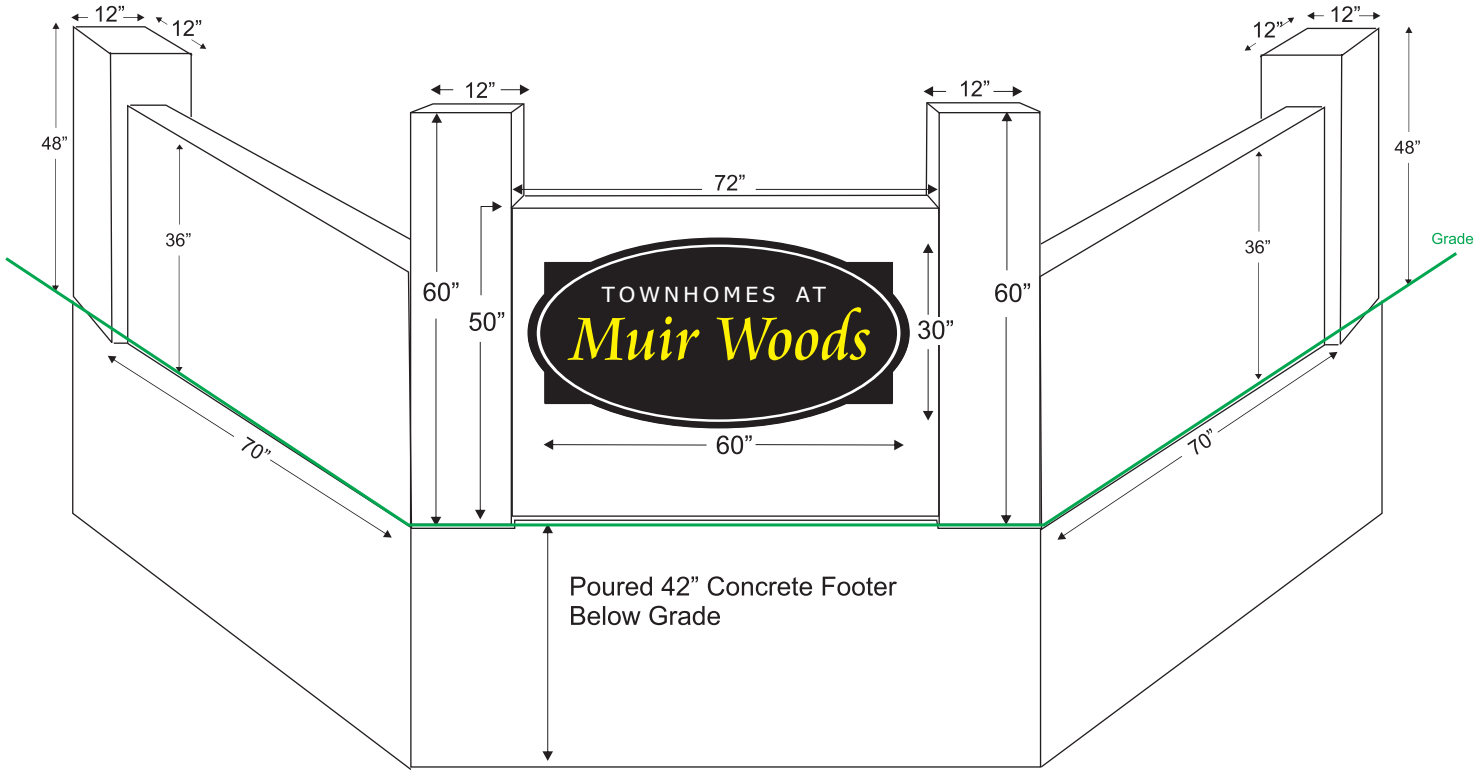
_____
Thomas Delaney

Subscribed and sworn to before me this ___ day of _____, 2026.

_____
Notary Public

EXHIBIT D





Quality Quick Signs
SIGNS
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DESIGN
INSTALLATION
888-668-0188

P: 716-668-6400
F: 716-668-3900
1380 French Road
Depew, NY 14043



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