

**Village of Williamsville
5565 Main St., Williamsville**

Historic Preservation Commission

Agenda

October 24, 2017 at 7:00 p. m.

1. **Approval of Minutes** – HPC meeting of 8/22/17 *(There was no meeting in September)*
2. **Application for Certificate of Appropriateness**
5402 Main St. (Williamsville Cemetery) - Proposed demolition of one-story cinder block equipment storage building
3. **Proposed landmark designation**
5429 Main Street (Starbucks/Alex and Ani)
4. **72 S. Cayuga Rd. – Barry Muskat, owner**
Request to address issue of leaking roof. Application for Certificate of Appropriateness was tabled by HPC on 4/25/17.
5. **Review of the Intensive Level Survey for the South Cayuga Road Corridor**
6. **Committee paperwork** – Oath, Village policies, etc.
7. **Other business**
8. **Adjournment**

**Village of Williamsville
Historic Preservation Commission
Meeting Minutes
August 22, 2017 at 7:00 p.m.**

Present: Wes Stone, Chairman
Chuck Akers, Member
Mary Lowther, Member
Kate Waterman-Kulpa, Member
Susan Palmer, Member
Anthony Bannon, Member

Also present: Deborah A. Habes, Deputy Clerk
Evan Bussiere, Acting Village Attorney

Guests: Joel Shreck, 5590 Main St. - business owner of Share Kitchen & Bar,
and David Sutton, Sutton Architecture

Excused: Dr. Stephen Dyson, Member
Al Yates, Trustee Liaison

Mr. Stone opened the meeting at 7:00 p.m. and introduced Mr. Shreck and Mr. Sutton.

ON MOTION by Mr. Akers, seconded by Ms. Lowther, it was moved to approve the minutes of the July 25, 2017 meeting, as submitted.

Motion carried. 6 – 0.

New Business

5590 Main St., Share Kitchen & Bar – Informal Sketch Review

Present: Joel Shreck, Share Kitchen & Bar business owner and David Sutton, Sutton Architecture

Mr. Sutton stated his client, Mr. Shreck, is seeking approval of a roof covering over the open patio on the west side of his restaurant. Since the western edge of the building itself sits directly on the western property line, he has a license agreement with the Village for the use of this space as a dining patio. Mr. Sutton explained that he and Mr. Shreck have appeared before the Village Board and presented some sketch plans and photos of examples of what they would like to install. The Village Board directed them to the HPC for all approvals since the building at 5590 Main Street is a designated local landmark. The Village Board has stated they do not wish any covering to be permanently affixed to the building and have referred them to HPC as the building is a designated local landmark. Mr. Sutton stated his client is proposing to do a minimal roof structure over the patio for several reasons: its western exposure in the afternoon; its black out window shades block the sun but also block the view of the interior of the restaurant making it

look like it is not open from the sightlines of pedestrians and motorists. Mr. Shreck wishes to make best use of the patio space for his restaurant and believes that the addition of a patio roof structure would allow him to do so.

Mr. Sutton stated he understands from the Village Board that the roof must be readily removable and independent of the building. He wants to be respectful of its historic status and is aware that the Village Board has the authority to dictate that any roof structure be easily and readily removable at the request of the Board. He proposes something simple and minimal. The Village Board suggested they go to Toronto's historic Distillery District to search for inspiration and examples of patio cover options. Mr. Shreck traveled to the Distillery District and took numerous photos of patio covers. Mr. Sutton shared a couple of these photos with the HPC members, as well as 2 sketch renderings of various options. Mr. Sutton stated they are looking for something more durable than a fabric awning. Would like something that could be used year-round, if possible. He stated this meeting before the HPC tonight is for fact finding as they are seeking the HPC's input and feedback on design before making a formal application for HPCF approval.

Ms. Waterman-Kulpa stated she is very familiar with the architecture of the Distillery District but feels that it is an industrial area, of mostly red brick structures and therefore not at all similar to the historic period of the structure at 5590 Main St.

Mr. Sutton shared 2 renderings, both with black painted wooden columns and clear rigid plastic roof panels with clear vinyl roll up window curtains on the sides. The columns would be 4x4. The metal railing would remain in place. All would be black so as to blend in with the black painted first floor portion of the building. They want to dress up the scape and make it look lively.

HPC comments:

Ms. Lowther – Concerned a patio roof covering would block the view of the Mill from Main Street. What is being shown looks like a permanent patio structure.

Ms. Palmer – Concerned about year-round use. Mr. Shreck stated he would be happy with use of the patio for 9 months out of the year if possible. He does not anticipate using it in the winter months.

Ms. Waterman-Kulpa – Any roof coverage would have to be completely independent of the building itself. No attached structure. Must be freestanding. Need to find something that compliments the building. It cannot be an addition. Wants it done correctly. Suggested they look at what has been done recently at Carte Blanche, a similar fine dining restaurant in the Village of Hamburg. They have an alley next to the restaurant that they have successfully renovated for patio dining. They have used ironwork with a scroll in the design. She is not in favor of wood columns here. Mr. Sutton agreed that they could go with ironwork and that it could give the patio architectural detail.

What about water shedding? – Mr. Sutton stated they would have box gutters installed that would divert the runoff.

Ms. Waterman-Kulpa suggested clear panels on top and thought that iron columns with hanging baskets would soften the look and give it color and life. The roof panels come in various clear tints that would help with the sun exposure. What kind of lighting is proposed for under the patio cover? Mr. Sutton suggested simple twinkle lights or perhaps new gooseneck fixtures.

Mr. Sutton suggested an option of bolting a ledger board to the building with about 15 bolts and that could be removed with no problem if need be, holes plugged and painted easily. There is a clear corrugated roof paneling that could span 7' with no under structure at all. Mr. Stone asked about a stretch fabric awning. Mr. Sutton said there is no joinery.

Mr. Akers – Likes the clear panel roof because it does not look heavy for the building. Is there a timeframe for the project? Mr. Sutton - Whenever they can get approvals.

Mr. Sutton thanked the members for their input and will return for the September meeting to share some new design options and material product samples. He thanked the members for their time and input and departed the meeting with Mr. Shreck.

HPC Discussion – 5590 Main Street

The HPC members agreed that it would have been preferable for the trustee liaison or another Village Board member to be present so that he could have shared with the members what direction the Village Board was looking for in this situation. They stated they would like the Village Board liaison or at least another Village Board member to be present at all their meetings.

Ms. Palmer questioned if any HPC approval would go with the building or would it be solely for this tenant. Any new tenant, would they have to return to HPC for approvals to use a patio structure, if approved? Can HPC put conditions on any approval? Is this any different than the covered roof patio structure that the Irishman is putting up? She thinks this could be something that would be good for this corner. She wants to see Share stay and do well in this location. This corner needs to be lively and offer good visibility for pedestrians and patrons. Right now this corner building space is dark and uninviting. The building looks empty at night even when the restaurant is open. Appropriate improvements to the patio could help pull people in from the street. Wrought iron columns would look good. Want to enhance the pedestrian feel. Corner of Spring St. and Main is a premiere corner in the Village. Any roof cover must be separate from the building.

Ms. Waterman-Kulpa – Strongly emphasized that any approvals for Certificates of Appropriateness made by HPC must be extremely specific in their motions and any related conditions that may be applied.

Other Business

Members cited the following issues they ask the Building Inspector to investigate and take action on to bring them into compliance:

1. 5428 Main St. - *Blush* wall sign. No word on the status of this temporary sign. Has been up far too long without final approval of a permanent sign.
2. 5757 Main St. - Illegal awning sign
3. 5436 Main St. - Illegal awning signage at *Nest* and at *Howard Hanna*

Ms. Palmer reported she did some research and has written a simple draft of a piece to educate the community on the value of the Village's "story". She stated she believes a series of short educational pieces about the Village's general history and then the history and value of its neighborhoods would be of great value to the community. She will share her first draft via email with the HPC members. She wondered who she should connect with at the Village level to speak about a plan to get these pieces written and on the Village website and Facebook pages. Ms. Lowther suggested she start with a discussion with Trustee Al Yates, Village Board liaison to HPC.

Mr. Bannon wondered about the "vision" of HPC. What is our "value"? What makes our "story"? Thinks we should have a "business plan" to guide the members in their mission.

ON MOTION by Ms. Waterman-Kulpa, seconded by Ms. Palmer, it was moved to adjourn the meeting at 8:50 p.m.

Motion carried. 6 – 0.



Deborah A. Habes,
Deputy Clerk

**Next HPC meeting will be held on
September 26, 2017 @ 7:00 p.m.**

5402 Main - Wmsvle. Cemetery

2017 OCT 13 AM 10: 03

RECEIVED

Village of Williamsville

HISTORIC PRESERVATION COMMISSION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building Department Use:	Forwarded to HPC Members on _____
Dated received _____	
Form complete? _____	2nd original to HPC file _____
All required attachments included? _____	

Two signed originals of this application shall be accompanied by 8(eight) copies of all maps, plans, drawings, and photographs. Large items shall be folded with project name shown.

PROJECT NAME Williamsville Cemetery Service Building Demolition

Location 5402 Main Street, Williamsville, New York

SBL Number _____

OWNER The Buffalo City Cemetery, Inc. (Forest Lawn)

Address 1411 Delaware Avenue, Buffalo, New York 14209

APPLICANT The Buffalo City Cemetery, Inc. (Forest Lawn)

Address 1411 Delaware Avenue, Buffalo, New York 14209

PERSON APPEARING FOR APPLICATION William M. Murray Phone (716) 885-1600

Address 1411 Delaware Avenue, Buffalo, New York 14209

PROJECT PRESENT USE One-story cinder block structure on slab, used for equipment storage
The building no longer serves any purpose, as our equipment is now stored off-site.

PROPOSAL OR CHANGE (Describe in detail all proposed alterations, modifications, or changes and show these on floor plans, sections, and/or elevations. Use additional sheets if necessary) Complete demolition and removal of building and slab; restoration of ground to permit development of new in-ground burial space as requested by the Mayor of the Village of Williamsville.

(THIS IS A TWO-PAGE FORM)

Is this Parcel: a designated landmark? Yes; see below A landmark site Yes; See below.

The cemetery is designated by the Village as a Village historic site. The service building
Is it in an historic district? _____

is not original to the site, is unremarkable, is no longer needed, and has no historic value.

Size of parcel in acreage ~~The cemetery is 7.73 acres in size. The service building is 1,040 sq.ft.~~

Present Zoning R-3

Does this project require either Zoning Board of Appeals or Planning Board approval?

No

Does this project require variances to the requirements of the New York State Uniform Fire Prevention and Building Code? No

What hardship, if any, might you incur if work is not allowed? There is currently a shortage of available burial space in Williamsville Cemetery. This project will allow the development of approximately 85 additional single graves.

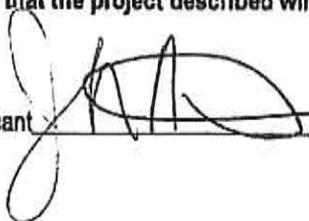
Will work require the removal, demolition or relocation of any feature, landscape element, or structure on the site?

Yes; see above.

If so, designate in detail on plans.

I certify that, to the best of my knowledge, the information supplied on this application is complete and accurate and that the project described will be completed as stipulated in this request.

Signature of Applicant



Date October 12, 2017

Reviewed by _____
For the Historic Preservation Commission

Date _____

Disposition: _____ Granted _____ Denied

Date _____

Village of Williamsville Building Dept. – 5565 Main St., Williamsville, NY 14221.
PHONE 716-632-7747 FAX 716-626-4964.
Code Enforcement Officer Steve Bremer sbremer@village.williamsville.ny.us
<http://www.walkablewilliamsville.com/historic-preservation-commission.html>

100

132017-215

RECEIVED
VILLAGE OF WILLIAMSVILLE

2017 OCT 13 AM 8:14

R-3



DEMOLITION PERMIT APPLICATION

PROPERTY: Williamsville Cemetery - 5402 Main Street ZONING: R-3

PROPERTY OWNER: The Buffalo City Cemetery, Inc. (Forest Lawn) 8008-1-5

OWNER ADDRESS: 1411 Delaware Avenue
Buffalo, New York 14209

OWNER PHONE: 716-885-1600

DEMO CONTRACTOR: Pinto Construction Services, Inc.

CONTRACTOR ADDRESS: 1 Babcock Street
Buffalo, New York 14210

CONTRACTOR PHONE: 716-825-6666

TYPE OF DEMO: PRINCIPAL BUILDING POOL
 ACCESSORY STRUCTURE FUEL TANK
 OTHER (Service Building)

I, the undersigned owner of 5402 Main Street, Williamsville, NY, apply for a demolition permit from the Village of Williamsville and shall abide by all the requirements as set forth by Chapter 12 (Buildings, Demolition of; Blasting) of the Village Zoning Code.

[Signature] Date: October 11, 2017
Property Owner Signature

[Signature] Date: 10/13/17
Building Inspector

Mayor's Signature Date: _____

Village of Williamsville

716-632-4120
FAX: 716-632-6009
www.village.williamsville.ny.us



5565 Main Street
Williamsville, New York 14221

To: Historic Preservation Commission

From: Mayor Brian Kulpa

Re: Williamsville Cemetery Service Building Demolition

Date: October 17, 2017

I have recently received calls from residents stating that they are no longer able to obtain side by side burial plots at the Williamsville Cemetery. Due to this growing concern, I reached out to the cemetery to see if anything could be done to remedy the situation and make additional side by side plots available. The only way to make this possible would be to remove the service building that currently exists on the site, but is no longer needed by the Williamsville Cemetery. In response to my request, the Williamsville Cemetery has submitted a Demolition Permit Application to the Building Department.

Google Maps 49 Glen Ave

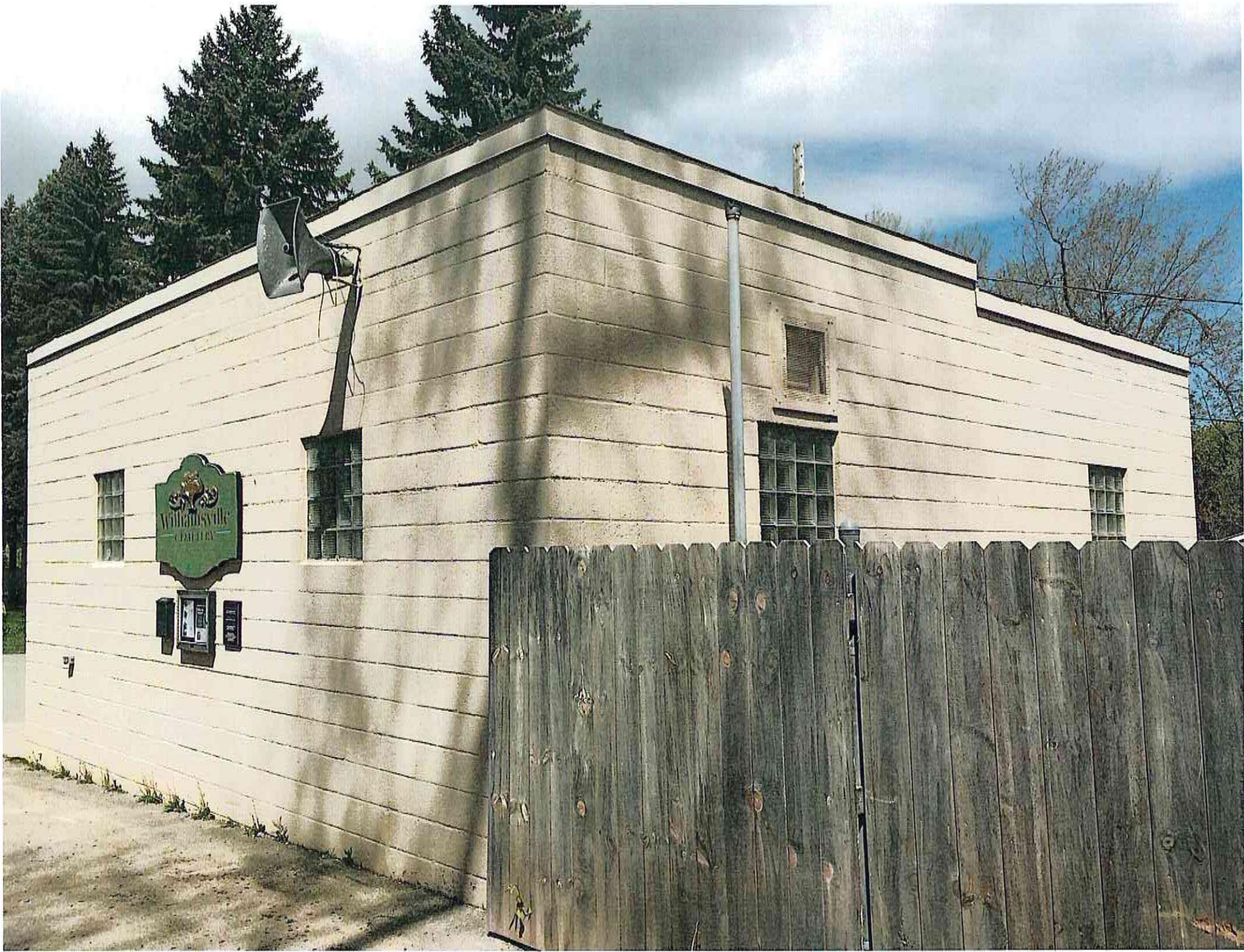


Image capture: Aug 2015 © 2017 Google United States

Williamsville, New York

Google, Inc.

Street View - Aug 2015



WILKINSVILLE
CENTER





Erie County On-Line Mapping Application



Legend

-  Parcels
-  Municipal Boundaries

0 94.04 188.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

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

1: 1,128





Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

September 25, 2017

The Honorable Brian J. Kulpa, Mayor of Williamsville
and Members of the Williamsville Village Board
5565 Main Street
Williamsville, New York 14221

Re: Notice of Proposed Local Landmark Designation
5429 Main Street (Starbucks/Alex and Ani) (the "Property")

Dear Mayor Kulpa and Members of the Village Board:

Thank you for your consideration at the September 11, 2017 Village Board meeting to table the decision regarding the designation of the above-referenced Property. As we expressed to the Village of Williamsville Historic Preservation Commission ("HPC"), our client appreciates the Village of Williamsville's recognition of its efforts in maintaining the integrity of 5429 Main Street, but requests that the Board does not approve the landmark designation of the Property because the designation would violate the commercial mortgage currently encumbering the Property.

As we noted to the HPC, our Client's mortgage prohibits the placement of any public or private restrictions on the property without the mortgagor's consent. Although James Finelli of the New York State Historic Preservation Office ("SHPO") has advised the HPC that he was not aware of any situation in which a mortgage holder would refuse to carry a property due to its designation as a landmark, the entity charged with servicing the loan, Largo Real Estate Advisors, Inc., has stated in the letter enclosed as Exhibit A that the designation of 5429 Main Street as a local landmark would constitute an "Event of Default" under the loan documents. Should the Board approve the landmark designation, our client would suffer damages such as the lender calling the entire loan or commencing a foreclosure action against the property.

In the event that the Board wishes to proceed with designation despite the injury it would cause our Client, we respectfully ask for additional time to continue to research the Property. Specifically, there are two issues that we would like to review and discuss with the Board before it approves designation. First, tax records indicate that the Property was constructed in 1952 (not 1932 as stated in the Designation Application Form dated June 27, 2017; see Exhibit B) and, as noted in the letter enclosed as Exhibit C from Capital Architecture, has limited historical value. As such, we would echo Capital Architecture's request for additional time to do further research and consult with SHPO to determine with more certainty when the structure was built and whether it in fact "represents a significant or distinguished entity whose components may lack individual or special distinction" as noted on the Designation Application Form.

September 25, 2017
Page 2

Second, we would request more time to analyze the economic effect the landmark designation would have on the Property. A commercial building cannot be designated as a landmark if that designation deprives the owner of a reasonable return on the property. *Society for Ethical Culture v. Spatt*, 51 N.Y.2d 449, 454 (1980) (“To be sure individual landmark designation involves greater problems than general zoning or historical district regulation, because unlike those types of restrictions the individual landmark designations do not involve corresponding restrictions of the surrounding parcels which operates to the benefit of the landmark owner. However, we have recognized that despite this particularized burden on the owner, landmark designations, if not unreasonable, are not an undue imposition under proper circumstances. It must be emphasized, however, that reasonableness when related to commercial property necessarily requires that the owner not be deprived by the regulation of a reasonable return on his property.”); *Penn Cent. Transp. Co. v. New York*, 42 N.Y.2d 324, 330-31 (1977) (“In most landmark cases, however, it is acceptable to use alternative bases of valuation, assessed valuation perhaps, as a basis for determining the reasonableness of return. At best, the computation is rough and successful if it is fairly approximate. In considering reasonable return the owner’s desire to expand the property physically or functionally affects the base upon which the return is to be computed.”).

The investment Main-Cali made in the Property was not just the value of the building as it currently stands, but in the owner’s ability to make exterior changes to accommodate new tenants. See, e.g., *Fred F. French Investing Co. v. New York*, 39 N.Y.2d 587, 597 (1976) (“[T]he development rights are an essential component of the value of the underlying property because they constitute some of the economic uses to which the property may be put. As such, they are a potentially valuable and even a transferable commodity and may not be disregarded in determining whether the ordinance has destroyed the economic value of the underlying property.”). National retail chains often have exact specifications that landowners must follow in order to maintain the integrity of the brand. Limiting what the owner can do with the exterior of the Property would limit the caliber of retailers the Property could attract.

The landmark designation’s effect on the deprivation in value is further demonstrated in the minutes of the Historic Preservation Commission’s June 27, 2017 meeting: “On the question, Ms. Waterman-Kulpa added that this property was originally on the list for nomination a couple of years ago, but was removed at that time at the request of the owner, who had the property on the market.” (Emphasis added). According to the Freedom of Information Law request response we received on August 15, 2017, no records exist regarding the request to the Village from the then owner, Williamsville Planning and Architectural Review Board Member Kevin Lester, to remove the property from consideration. In reviewing our files, though, we found the enclosed letter from the Village Code Enforcement Officer stating that the Property had not been designated and correspondence from Mr. Lester assuring us that the Property was not going to be designated as a landmark (see Exhibit D). Based on the body of documents available to us to date, it is clear that the Property was removed from the list of landmark properties because it would negatively affect the sale. Indeed, Main-Cali certainly would not

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

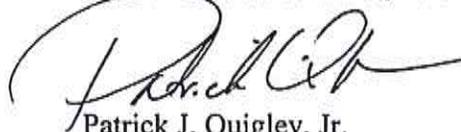
September 25, 2017
Page 3

have paid as much for the Property or may not have purchased it at all if it was designated as a landmark.

We appreciate your attention to this matter. If you have any questions in connection with this matter please not hesitate to contact the undersigned.

Very truly yours,

Harter Secrest & Emery LLP



Patrick J. Quigley, Jr.

DIRECT DIAL 585 231.1164
EMAIL PQUIGLEY@HSELAW.COM

PJQ:lms

Exhibit A

September 25, 2017

Kevin Parisi
Trinity Realty Group, LLC
18 Computer Drive East
Albany, New York 12205

Re: Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated December 16, 2014 between Main-Cali Williamsville, LLC, as Mortgagor, and Standard Insurance Company, as Mortgagee (the "Mortgage").

Dear Mr. Parisi:

It is our understanding that 5429 Main Street, Williamsville, New York 14221 (the "Property") has been nominated for designation as a local landmark by the Village of Williamsville. We are writing to inform you that such designation would be a change in a public restriction in violation of Section 12 of the above referenced Mortgage and would constitute an event of default thereunder.

Sincerely,



Brian Sheldrick

Exhibit B

General Property Description

Prop. Address: 5429 MAIN ST	Municipality: V. WILLIAMSVILLE (AMHRST)	Town Swis Code: 142201 / ERIE COUNTY
Owner: MAIN-CALI WILLIAMSVILLE LLC	Tax / Map Acct#: 080.080-0004-001.0000000	School Dist: WILLIAMS
Owner 2:	Print Key: 80.08-4-1	School Code: 142203
Owner Mailing: 18 COMPUTER DR ALBANY, NY12205	Deed Book / Page: 11262 / 2137 Sub Div: 1 12 7 MAIN & CALIFORNI	Phone Number:
	Misc:	

Structural Characteristics

Bldg Sq Feet: 4050	Built: 1952	Uses As 1: AGRICULTURAL
1st Floor: 0	Story Height: 12	Uses As 2: AGRICULTURAL
2nd Floor: 0	Heat:	No. Of Bldgs:
House Type:	Fireplaces: 0	Residential Units: 0
Bedrooms: 0.0	Fuel:	Exterior:
Bath: 0.0	Water: PUBLIC	Garage: 0
Basement:	Sewer: PUBLIC	Number Stories: 1.0
Basement SF: 200	Utilities: GAS & ELEC	Central Air: NO
Improve 1 / YR:	Size 1: 0 X 0	Total SqFT 1: 0
Improve 2 / YR:	Size 2: 0 X 0	Total SqFT 2: 0
Improve 3 / YR:	Size 3: 0 X 0	Total SqFT 3: 0
Improve 4 / YR:	Size 4: 0 X 0	Total SqFT 4: 0

Land Characteristics

Acreage : 0.35	Land SqFt: 15246	
Class Code: 485	Class Name: ONE STORY SMALL COML	Lot Size: 92 x 177
East / Longitude: 1103518 / -78.7506119	North / Latitude 1079109 / 42.9615367	

Tax / Assessment Data

Tax / Map Acct #: 080.080-0004-001.0000000	School Tax: \$4,492.50
Total Assessment: \$560,000.00	County Tax: \$3,700.00
Land: \$108,800.00	
Old Assessment: \$0.00	Account #: 0

Sales Information

Sales Price:	Sales Date:	Grantor:	Deed Book / Page:	Deed Type:	Deed Valid:	ARMS Length:
\$810,000.00	03/28/2014		11262 / 2137			
\$1.00	05/12/1997	LESTER JANET M & KEVIN M	10916 / 280	W		
\$1.00	01/26/1996	DUBLIN HOUSE OF FINE	10896 / 6724	W		
\$200,000.00	01/25/1996	LESTER JANET M & KEVIN M	10896 / 6720	B		Yes
\$1.00	12/27/1995	DIST-NATIONAL FUEL GAS	10896 / 6705	Q		

Exhibit C

Capital Architecture

13 Hamilton Street
Cohoes, NY 12047
253-1442 cell

19 September 2017

Kevin Parisi
TRG Company
18 Computer Drive East
Colonie, NY 12210

Re: 5429 Main Street, Williamsville, NY

Mr. Parisi:

Capital Architecture has completed a review of the documents from the Village of Williamsville regarding the historic assessment of the building located at 5429 Main Street. The building appears to be a 1950 era utilitarian 1 story building with masonry façade and woodwork treatment at the window and doors. The woodwork is in good condition and appears to have multiple steps for aesthetic reasons. The exterior lighting is gooseneck and is installed in a historic style but is not dated to the original building.

The building is a clean and neat building that has been maintained but has limited historic value. This is a building style that is common and can be found in many towns and villages. We believe that the building obtaining a historic landmark will lessen the ability to market the use due to the requirements limiting the exterior changes. The future development may also be limited causing an economic hardship to the owner.

If the Town still believes that the building is historically significant we would ask for additional time to do further research both on site and with the State Historic Preservation Office.

Thank you for your time.

Anthony D'Adamo

Architect, R.A.

Exhibit D



Village of Williamsville

5565 Main Street, Williamsville, NY 14221
 Phone: 716-632-7747
 FAX: 716-626-4964

BUILDING DEPARTMENT
VILLAGE OF WILLIAMSVILLE

Fax

To: Patrick Quigley

From: Donna Kamunska

Fax: 585-232-2150

Page: 3

Tel: _____

Date: 2/11/04

Re: 5429 Main St.
Kevin Lester

CC: _____

Village of Williamsville

716-632-4120
FAX: 716-632-6009
www.village.williamsville.ny.us



5565 Main Street
Williamsville, New York 14221

February 11, 2014

Patrick J. Quigley, Esq.
Harter, Secrest, Emery, LLP
1600 Bausch & Lomb Place
Rochester, New York 14604-2711

Re: 5429 Main Street, Williamsville, New York
Historic Designation

Dear Mr. Quigley:

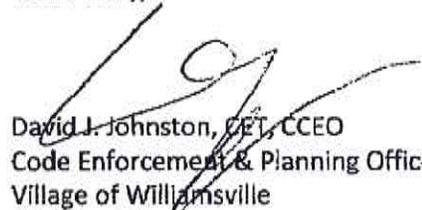
This notice is to advise that the referenced property HAS NOT BEEN DESIGNATED as historically significant as of this date.

I have attached the latest listing for the registered properties within the Village of Williamsville for your information.

Should you have any questions or require further information, please contact the undersigned or Ms. Donna Kaminska, Building Clerk at your earliest convenience.

Thank you.

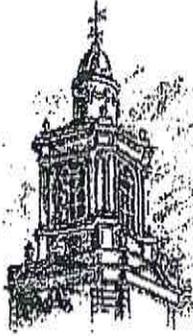
Yours Truly,



David J. Johnston, CET, CCEO
Code Enforcement & Planning Officer
Village of Williamsville
Attachment

Register of Historic Landmarks

1. Williamsville Water Mills
56 Spring Street
Designated 6/25/1984
2. Cambria Castle - Dream Island
175 Oakgrove Drive
Designated 8/26/1985
3. Village Meeting House & Museum
5658 Main Street
Designated 2/25/1986
4. Hopkins Block - Roneker Building 1854
5550 Main Street
Designated 2/9/1987
5. Williamsville Classical Institute
39 Academy Street
Designated 8/24/1987
6. Glen Park
Various addresses
Designated 6/12/1989
7. Williamsville RR Station
86 S. Long Street
Designated 5/14/1990
8. Hopkins Schoolhouse
72 S. Cayuga Road
Designated 9/24/1990
9. SS Peter & Paul Church
5480 Main Street
Designated 11/25/1991
10. Williamsville Cemetery
5402 Main Street
Designated 3/23/1992
11. Mill Red House
60 E. Spring Street
Designated 12/2/2005



WILLIAMSVILLE SOUTH HIGH SCHOOL

5950 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE 716-626-8200
FAX 716-626-8207

SCOTT G. MARTZLOFF Ed.D.
Superintendent of Schools

KEITH S. BOARDMAN, Principal
ERICH A. PLOETZ, Assistant Principal
JASON T. SWENSON, Assistant Principal

CHRISTOPHER M. MUCICA, Instructional Specialist
of Health, Physical Education and Athletics

KEVIN LESTER, Faculty Manager of Athletics
716-626-8219

DEPARTMENT OF PHYSICAL EDUCATION
AND ATHLETICS

FAX COVER SHEET

DATE: 2/26/14

TO: PATRICK Quigley

FAX TO NUMBER (INCLUDE AREA CODE): 585-232-2152

FROM: Kevin Lester

NUMBER OF PAGES - INCLUDING COVER SHEET: 3

IF THE COMPLETE MESSAGE IS NOT RECEIVED, PLEASE

CONTACT: ~~Sheri Hrynczak at 626-8206~~

Kevin Lester 517-5800



HOME OF THE BILLIES

Properties recommended by HPC for local
landmark
Designation
on 2-24-14

**Intensive Level Survey
Final Property Listing**

These properties will be the properties evaluated in the survey.

1. Landscaped theme items throughout the Village: Main Street Bridge @ Ellicott Creek, stone walls designed by Ignatz Oechsner, sidewalk stamps with Ignatz Oechsner's imprint, carriage stone, horse ties.

2. 5554 Main Street (Key Bank)

3. 5578 Main Street (Eagle House Restaurant)

4. 5522 Main Street (Jacqueline Shoppe)

5. 5672 Main Street (Robshaw & Voelkl) *Building & Site*

6. 5688 Main Street (former DK Benson)

7. 5792 Main Street (2 Buildings used as Offices)

8. 5409 Main Street (D'Avolio /Sutton Architecture)

~~9. 5405 Main Street (Simple Things Salon)~~

Removed

10. 5511 Main Street (Williamsville Liquor Store)

11. 5527 Main Street (Bank of America)

12. 5541 Main Street (Beach-Tuyn Funeral Home)

13. 5428 Main Street ^{Formerly} (Prosit Restaurant)

14. 5430 Main Street (Dr. Hughes Office)

15. 5707 Main Street (Insurance Office)

16. 5725 Main Street (Excuria Salon)

17. 5757 Main Street (Gordon Jones Associates, Architects)

18. 78 East Spring Street (Farmers & Artisans)

~~19. 82 W. Spring Street (tunnels below)~~

Removed

20. 20 Milton Street (Calvary Episcopal Church)

21. 68 Eagle Street (St. Paul's Evangelical Lutheran Church)

✓ 5596

5596

5596

✓ ~~22~~ 5590-5600 Main Street (Coffee Culture, Ten Thousand Villages, Parlour)

✓ ~~23~~ 5329 Main Street (DiCamillo's Bakery)

~~24~~ 5429 Main Street (Starbucks/BeDazzled) - *Removed*

✓ ~~25~~ 5854 Main Street (Williamsville Tower -Condos)

~~26~~ 5507 Main Street (Glen Park Tavern) - *Removed*

✓ ~~27~~ 5570 Main Street (Hunt Building)

~~28~~ Garrison Park - *Removed*

~~29~~ S. Long Park - *Removed*

~~30~~ Island Park - *Removed*

~~31~~ Ely Zent House - *Removed*

✓ main st Bridge - Site

ADDED 8

✓ 5727 main Blum's (Ciskis)

✓ 5893 main Parry's (Hirschfeld Prop.)

NOT ON RLS
OR ILS

Village's historic preservation to advance

by ANNA WALTERS
Reporter

Discussion at Monday's Village Board meeting centered on the Village Historic Preservation Commission's work to nominate landmarks.

The commission's purpose is to grant historic designation to Williamsville landmarks. During the past few years, the commission has been cataloging historically significant properties in the village.

According to a prepared statement, the village used the services of Clinton Brown Company Architecture of Buffalo to complete an intensive level survey of 31 properties within the village.

The survey has helped to develop a working list of historic resources for investigation and designation of both historic districts and local landmarks.

"We want to hold onto our history," Mayor Brian Kulpa said. "The good building stock of different eras, found

“The good building stock of different eras, found in the village, are being acknowledged.”

— Mayor Brian Kulpa

in the village, are being acknowledged.”

A drafted list of 26 properties being put forth for nomination by the Village Historic Preservation Commission includes address numbers 5329, 5409, 5428, 5430, 5511, 5522, 5527, 5541, 5554, 5570, 5578, 5590, 5596, 5672, 5688, 5707, 5725, 5727, 5757, 5792, 5854 and 5893 Main Street; the Main Street Bridge, 20 Milton St., 68 Eagle St., and 78 E. Spring St.

The local landmark process is moving ahead as trustees aim to set two public hearings in April. The Village

Board has to approve the properties before they are formally designated and will vote on the nominations following the public hearings, which will be held for the complete list of properties.

In other matters, the board approved a bond resolution, at a maximum cost of \$500,000, authorizing a capital improvement project for the restoration of the Williamsville Water Mill and authorized the application of approximately \$245,000 in grant funds expected from the NYS Office of Parks, Recreation and Historic Preservation. The project will involve mainly exterior improvements such as roof reconstruction, painting and foundation repairs.

Set a March 24 deadline for receivable proposals for the reuse of the water mill.

The Williamsville Village Board will next meet at 7:30 p.m. Monday, March 10, at Village Hall, 5565 Main St. Williamsville.

email: kdepicst@bcecfews.com

TO: PATRICK QUIGLEY
FROM: KEVIN LESTER

PATRICK THE AMHERST BEE LISTED THE ADDRESSES OF THE PROPERTIES IN THE PAPER TODAY. 5429 IS NOT LISTED

Kevin Lester



Harter Secret & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

October 11, 2017

Historic Preservation Commission
Village of Williamsville
Attn: Lynda Juul, Village Administrator
5565 Main Street
Williamsville, New York 14221

Re: Proposed Local Landmark Designation
5429 Main Street (Starbucks/Alex and Ani)

Dear Historic Preservation Commission:

It is our understanding that the Williamsville Village Board has forwarded our letter dated September 25, 2017 to your commission to review when the structure located at 5429 Main Street (the "Property") was constructed. As noted in our letter, tax records for the Property indicate that the current structure was built in 1952.

In the event that they would be helpful in addition to your review of Town records, we wanted to provide you some additional documents we located in our files. We have also included documentation to show that the exterior windows were replaced in 2008 and therefore are not historical. Please see enclosed:

- **Exhibit A:** Excerpts from a Phase I Environmental Site Assessment prepared by Day Environmental, Inc. for Fleet Bank dated December 13, 1995. Section 3.3.2 states that the Town of Amherst Assessor's records indicate that the building was built 1952–1953. Section 3.3.3 states that aerial photographs showed there were two or three buildings at the property in 1938 and 1942. One (1) building was located on the west side of the parcel in 1951. Aerial photographs from 1966 onwards, though, appear basically the same as it did in 1995.
- **Exhibit B:** A Petition from National Fuel Gas Distribution Corporation for the sale of 5429 Main Street to Dublin House of Fine Irish Imports, Inc. Attached as Exhibit C (i.e., the last page of the Petition) is an inventory of the property, showing the original cost and depreciation thereof. The original cost/depreciation begins running in 1952.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

October 11, 2017
Page 2

- **Exhibit C:** An excerpt from a Business Insurance Proposal from Sentinel Insurance Company stating that the building was constructed in 1952.
- **Exhibit D:** Certificate of Capital Improvement demonstrating that new front windows were installed in 2008.

We appreciate your prompt attention to this matter. If you have any questions in connection with this matter, please do not hesitate to contact me at 585-231-1374 or LMSmith@hselaw.com.

Very truly yours,

Harter Secrest & Emery LLP



Laura M. Smith
DIRECT DIAL: 585.231.1374
EMAIL: LMSMITH@HSELAW.COM

Enclosures

cc: Village of Williamsville Board (*via email*)
Charles D. Grieco, Esq. (*via email*)

LMS:lms



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

www.hselaw.com

Exhibit A

Excerpts from a Phase I Environmental Site Assessment prepared by Day Environmental, Inc.
for Fleet Bank dated December 13, 1995

To: DENNIS RILEY
- Privileged and Confidential - From: DAVE SISSON

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**5429 MAIN STREET
VILLAGE OF WILLIAMSVILLE
ERIE COUNTY, NEW YORK**

Day Environmental, Inc. Project #0741E-95

December 13, 1995

Prepared For:

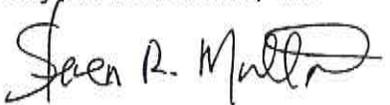
Mr. David Sisson
Fleet Bank
Business Banking
10 Fountain Plaza
Buffalo, New York 14202
NY/FP/1080

Prepared By:

Day Environmental, Inc.
2144 Brighton-Henrietta Townline Road
Rochester, New York 14623
(716) 292-1090

This report has been prepared for exclusive use by Fleet Bank, its agents and designees, for use on its behalf. The findings and recommendations herein may be relied upon only by them. Use of or reliance upon this report, its findings and recommendations, by any other persons or firm is prohibited without the prior written permission of Day Environmental, Inc.

Sincerely,
Day Environmental, Inc.



Steven R. Mullin
Environmental Assessor



Timothy K. Hampton
Vice President

3.0 RECORDS REVIEW (Cont.)

3.1.9 RCRA Generators Database (update 6/95)

A review of the RCRA Hazardous Waste Generators database shows that the assessed property and adjoining properties are not listed.

3.1.10 ERNS Database (update 7/95)

A review of the Emergency Response Notification System (ERNS) database shows that the assessed property is not listed.

3.2 Environmental Setting

The site and surrounding properties are basically flat. There are no water bodies on the assessed property.

3.3 Historic Use

3.3.1 Abstract of Title

#CL950646
Commonwealth Land Title Insurance Co.
Certification date: 6/15/95

The examination of the abstract of title indicated the following corporate or commercial owners of the assessed property: National Fuel Gas Supply Corp., United National Gas Company, Iroquois Gas Corporation, and Iroquois Natural Gas Corporation. The conclusions reached based upon the examination of the abstract are subject to any state of facts which might be shown by re-date of the abstract beyond the date of certification.

3.3.2 Assessor's Records (12/5/95)

Town of Amherst

The Assessor's records identify National Fuel as the owner of the property. The main building was constructed in 1952-1953.

3.0 RECORDS REVIEW (Cont.)

3.3.3 Aerial Photographs

Erie County Soil Conservation Service
Photo Dates: 1938, 1942, 1951, 1966, 1978 & 1990

In the 1938 and 1942 aerial photographs, there appeared to be two, possibly three buildings on the assessed parcel. In the 1951 aerial photograph, only one building on the west side of the assessed parcel was visible. In the 1966, 1978 and 1990 aerial photographs, the assessed parcel appears basically as it did at the time of the site visit.

3.4 Additional Records

3.4.1 County FOIL

Erie County Department of Health

A FOIL request was submitted on 12/7/95 for the assessed property for National Fuel Gas Supply Corp., United National Gas Company, Iroquois Gas Corporation, Iroquois Natural Gas Corporation, and Dublin House. As of the date of this report, no response to the FOIL request has been received. If the FOIL response indicates the existence of files concerning the requested property, client authorization will be requested to review these files at NYSDEC offices. The results of the review would be provided as a supplement to this report.

3.4.2 Village of Williamsville Interviews/Records

3.4.2.1 Fire Marshal (12/5/95)

Mr. William Grady, the Village of Williamsville Fire Marshal, was interviewed for records and/or knowledge of environmental information pertaining to the assessed property and surrounding properties. Mr. Grady stated that his office has no records and he has no knowledge of aboveground or underground storage tanks on the assessed property or of environmental problems regarding the assessed property or adjacent properties.

3.4.2.2 Building Department (12/5/95)

The Building Department has no records of environmental concern for the assessed property on file.



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

www.hselaw.com

Exhibit B

Petition from National Fuel Gas Distribution Corporation for the sale of 5429 Main Street to
Dublin House of Fine Irish Imports, Inc.

95-G-0777
95-G-0777

DECIMAL CODE

Vol. I

PETITIONS,

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

FOLDERS

<input checked="" type="checkbox"/>	Order		Brief		Report		RECEIVED
<input checked="" type="checkbox"/>	Petition		Exhibit		Test. I		ORDER
<input type="checkbox"/>	Corres.		Comments		Complaints		

SMEAD 64 SP98638

PENDING PETITION MEMO

Date: 8/28/95

TO : Energy and Water Division
FROM: CENTRAL FILES
UTILITY: NATIONAL FUEL GAS DISTRIBUTION CORPORATION
SUBJECT: 95-G-0777

Petition of National Fuel Gas Distribution Corporation for Approval to sell the building and underlying property, which formerly held a Customer Assistance Center, located at 5429 Main Street, Williamsville, New York to Dublin House of Fine Irish Imports, Inc. for an amount equal to the approximate market value of the property



NATIONAL FUEL GAS DISTRIBUTION CORPORATION

10 LAFAYETTE SQUARE
BUFFALO, NEW YORK 14203

Legal Department

Sarah J. Mugel
Attorney

(716) 857-7163

August 25, 1995

VIA FEDERAL EXPRESS

Honorable John C. Crary
Secretary
State of New York
Public Service Commission
Three Empire State Plaza
Albany, NY 12223

RE: In the Matter of the Application of National Fuel Gas
Distribution Corporation Under Section 70 of the
Public Service Law for the Approval of Transfer of
Facilities

Dear Secretary Crary:

Enclosed for filing, please find an original and five copies
of National Fuel Gas Distribution Corporation's Petition for
Approval, under Section 70 of the Public Service Law, of the transfer
of certain facilities identified in the Petition. Also enclosed is a
draft notice prepared pursuant to the provisions of the State
Administrative Procedures Act.

Please do not hesitate to contact me if you have any
questions or comments.

Very truly yours,

Sarah J. Mugel
Sarah J. Mugel

SJM/lsg
Enclosures

cc: R. J. Miga

95 AUG 28 AM 11:50
Public Service Commission
Hqs. Albany - Files - Albany

(SAPA No.)

Identification Number:
STATE OF NEW YORK
PUBLIC SERVICE COMMISSION
NOTICE OF PROPOSED RULE MAKING

PURSUANT TO THE PROVISIONS OF THE State Administrative Procedure Act, NOTICE is hereby given of the following action:

1. Proposed Action: The Public Service Commission is considering whether to approve a petition filed by National Fuel Gas Distribution Corporation for approval, pursuant to Public Service Law Section 70, to transfer certain facilities, consisting of a building and the underlying property formerly used as a Customer Assistance Center.

2. Statutory Authority under which rule is proposed:

Public Service Law, Section 70

3. Subject of the proposed rule:

Necessary approval pursuant to PSL Section 70 for National Fuel Gas Distribution Corporation to transfer certain facilities, consisting of a building and underlying property formerly used as a Customer Assistance Center.

4. Purpose of the proposed rule:

To enable National Fuel Gas Distribution Corporation to transfer the subject facilities that are no longer used as a Customer Assistance Center.

STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE

In the Matter of the Application of National Fuel Gas
Distribution Corporation Under Section 70 of the
Public Service Law, for the Approval of Transfer of
Facilities

Case No.: _____

TO THE PUBLIC SERVICE COMMISSION OF THE
STATE OF NEW YORK

National Fuel Gas Distribution Corporation ("Distribution") hereby petitions and applies, pursuant to Section 70 of the Public Service Law and Part 31 of the Commission's Regulations (16 NYCRR Part 31), for approval of Distribution's sale of the property described below.

In order to facilitate a timely closing on the subject property, Distribution respectfully requests that the Commission place this Petition on the agenda for a ruling at the Commission's regular session scheduled for November 8, 1995.

Distribution wishes to sell the building and underlying property, which formerly held a Customer Assistance Center, located at 5429 Main Street, Williamsville, New York, (the "Property") to Dublin House of Fine Irish Imports, Inc. ("Purchasers") for an amount equal to the approximate market value of the property. If this transaction were closed on the date this petition is filed, that amount would be \$200,000 plus closing costs.

In support of its petition, Distribution states as follows:

I.

No bonds, notes or other evidences of indebtedness of Distribution have been authorized by this Commission applicable to the Property to be transferred.

II.

There are no mortgages upon the Property.

III.

There are no bond issues of Distribution applicable to the Property.

IV.

No interest affiliated with Distribution has made any advance applicable to the Property.

V.

Detailed income statements and balance sheets of Distribution for the latest fiscal year (ended September 30, 1994), and latest available income statement and balance sheets for 12 months ended June 30, 1995, are attached as Exhibit A.

VI.

The Property to be transferred consists of the following:

A one-story commercial building of brick construction consisting of 3,850 square feet, with an adjacent paved parking lot, all situated on a lot with dimensions of approximately 92 feet by 159 feet. The Property was formerly used by Distribution as a Consumer Assistance Center. In 1985, Distribution abandoned its utility-related use of the Property and made it available for leasing. Distribution has been leasing the Property to Purchasers since April, 1991. Distribution shall retain an easement for its existing regulator station located on the Property.

VII.

No "franchises", "consents" or "rights", as those terms are used in 16 NYCRR Section 31.1(c), are being transferred in this transaction. Instead, the Property is part of the "works" or "system" of Distribution.

VIII.

No approval of any municipality is required for the transfer of the Facilities.

IX.

A copy of the Contract of Sale for which this Petition seeks approval is attached as Exhibit B. Contract Rider No. 1, attached to Exhibit B, provides as follows:

The closing of the above-referenced Contract of Sale shall be subject to and contingent upon Seller's receipt of all required regulatory approvals, including approval by the New York State Public Service Commission ("Commission") pursuant to New York Public Service Law Section 70 and the applicable regulations.

This Commission's approval of this Petition is included in this contingency.

The background of the transaction and the reasons why Distribution and Distribution's ratepayers benefit from this transaction are as follows:

- A. Distribution is a public utility providing retail natural gas sales and transportation service to customers in, among other places, the greater Buffalo, New York area. Distribution's rates and services in New York State, including Buffalo, are regulated by this Commission under the Public Service Law.
- B. The Property is a former Consumer Assistance Center of Distribution, which was vacated in 1985. The Property has been available for lease in the market since that

time, and has, in fact, been leased since 1991 at a rental amount approximating the fair market value of the space being rented to the Purchasers. (Of the total 3,850 square feet, 3,100 square feet is rental space and 750 square feet is common area for which rent is not charged.)

Distribution performed a property value assessment in determining the sales price for the Property. (Distribution did not hire an outside appraiser to perform a formal market value analysis because it did not wish to incur the extra expense and because it has experienced personnel in-house who can do this work.) Based on Distribution's assessment, the Property has a fair market value of approximately \$221,000.

Following negotiations with the Purchasers, Distribution accepted the sales price of \$200,000 based on its appraisal value of the Property, on the fact that broker's fees of at least \$14,000 were totally avoided, on the need for structural improvements (as discussed below), for which the investment will not enhance the Property's value, and on the Purchaser's stated intention to cease leasing at the end of the lease term because it desired to obtain and own a permanent location.

The Property's current condition is such that various improvements are, or will be in the near future, necessary, thus beginning to make it incrementally more costly to own and maintain. Distribution estimates that the cost of the structural repairs that will be needed in the next one to three years is approximately \$80,000. These repairs are of a structural nature, thereby not significantly enhancing the value of the Property. This need for repair, coupled with the subtenant's desire to purchase the Property "as is", has prompted the decision to sell the Property at this particular time. The sale of the Property will result in a gain for Distribution of approximately \$125,000 over the current book value of the property.

X.

Attached as Exhibit C is an inventory of the Property, showing the original cost of the Property as defined in 16 NYCRR Section 31.1(f), and classifying the Property according to the system of accounts prescribed by this Commission applicable to Distribution. (Original cost = \$135,529.73).

XI.

The accrued depreciation of the Property is estimated at \$61,983.06. The method used in arriving at this estimate is the straight line accrual method.

XII.

The cost of the Property as shown upon the balance sheet of Distribution is \$73,546.67.

XIII.

The depreciation and amortization reserves applicable to the Property are \$61,983.06.

XIV.

There were no contributions toward construction of the Property.

XV.

A statement of operating revenues, expenses and taxes relating to the Property for each of the three calendar years preceding the date of this Petition is as follows:

	<u>Operating Revenues</u>	<u>Expenses</u>	<u>Taxes</u>
1994	\$22,320.00	\$200.00	\$7,952.37
1993	22,320.00	285.14	7,726.22
1992	22,320.00	146.88	7,156.53

WHEREFORE, Distribution submits that the transfer described in this Petition is in the public interest, and requests that this Commission approve Exhibit B and the sale of the Property as described therein, and provide such further relief as is necessary to consummate the transfer of the Property from Distribution to Purchasers.

Respectfully submitted,

NATIONAL FUEL GAS DISTRIBUTION CORPORATION

By: R. J. Tanski
Name: R. J. Tanski
Title: Vice President and General Counsel

Dated:

STATE OF NEW YORK
COUNTY OF ERIE

R. J. TANSKI, being duly sworn, deposes and says that he is an officer, to wit, the Vice President and General Counsel of National Fuel Gas Distribution Corporation, the Petitioner in the above Petition; that he has read the foregoing Petition and knows the contents thereof; that the above Petition is true and to his knowledge, except as to matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

By: R. J. Tanski
Name: R. J. Tanski
Title: Vice President and General Counsel

Subscribed and sworn to before me this
25th day of August, 1995.

Sarah J. Muzel
Notary Public

lsg\sjm\pet\petition.wp\082495

SARAH J. MUZEL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 28, 1997

EXHIBIT A

In the Matter of the Applicant of National Fuel Gas
Distribution Corporation Under Section 70 of the
Public Service Law, for the Approval of Transfer of Facilities

Income Statements and Balance Sheets
for
Latest Fiscal Year (ended September 30, 1994)
and
Last 12 months (ended June 30, 1995)

****INDEX ENTRIES****
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 PAGE 1

**NATIONAL FUEL GAS
 DISTRIBUTION CORPORATION
 NEW YORK JURISDICTION
 INCOME STATEMENT
 AS OF 09-30-94**

CURRENT MONTH			YEAR-TO-DATE			12 MONTHS ENDED		
FORECAST	ACTUAL	INCR/DECR	FORECAST	ACTUAL	INCR/DECR	ACTUAL	INCR/DECR	(CURR/MON)
7,729,000	77,073,050	294,050	630,893,000	635,049,530	4,156,530	635,049,530	60,629,927	
6,713,000	3,195,124	6,716,776	354,501,000	357,449,636	2,948,636	357,449,636	29,290,296	
12,017,000	16,877,926	-810,826	276,394,000	277,599,894	1,205,894	277,599,894	20,330,633	
1,154,000	1,340,971	236,971	10,688,000	24,779,461	9,091,461	24,779,461	4,448,363	
161,000	578,671	417,671	3,237,000	4,194,959	957,959	4,194,959	831,517	
13,332,000	18,797,468	5,465,468	299,319,000	300,574,314	2,255,314	300,574,314	25,010,509	
8,086,600	5,562,610	576,010	124,247,000	124,567,666	320,666	124,567,666	5,550,056	
1,358,400	1,452,297	93,897	15,019,500	18,618,410	3,639,410	18,658,410	3,877,932	
1,637,000	1,767,370	140,370	19,282,000	18,367,545	-914,455	18,967,545	387,781	
-4,374,000	366,130	4,690,130	10,800,000	18,317,915	7,622,915	18,312,915	4,714,770	
2,661,000	639,007	-2,241,993	5,307,000	725,007	-4,581,993	723,007	731,393	
4,432,000	4,139,652	-292,348	75,670,000	73,658,250	-2,011,750	73,658,250	5,708,079	
14,961,000	17,906,043	2,965,043	250,415,000	255,087,644	4,672,644	255,087,644	20,970,914	
-1,609,000	891,425	2,500,425	48,904,000	51,486,670	2,582,670	51,486,670	4,639,595	
0	34,811	34,811	246,000	505,988	59,988	505,988	-725,096	
20,000	5,784	-14,216	190,000	173,716	-22,284	173,716	75,035	
2,000	192,061	190,061	82,000	296,075	214,075	296,075	222,960	
35,000	35,485	2,485	394,000	629,285	335,285	629,285	-6,714	
55,000	246,141	193,141	900,000	1,205,064	305,064	1,205,064	-433,785	
-1,554,000	1,139,566	2,693,566	49,804,000	52,691,734	2,887,734	52,691,734	4,205,810	
1,551,000	1,637,935	86,935	19,127,000	18,957,097	-169,903	18,957,097	-2,503,831	
251,000	325,871	74,871	2,527,000	2,528,213	1,213	2,528,213	427,068	
20,000	1,776	21,776	400,000	17,795	-182,205	17,795	73,525	
1,807,000	1,019,035	-117,034	681,000	305,237	-375,763	305,237	-260,361	
3,000	-799,848	-802,848	-18,000	-816,286	-798,286	-816,286	-1,136,759	
-68,000	-77,065	-9,065	-340,000	-148,536	191,464	-148,536	16,778	
0	370	370	0	17,550	17,550	17,550	-4,799	
-65,000	-876,543	-811,543	-358,000	-947,272	-589,272	-947,272	-1,124,780	
-3,291,000	97,076	3,388,076	28,027,000	31,866,253	3,839,253	31,866,253	7,594,389	

10/15/94

10/15/94

INDEX ENTRIES
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NATIONAL FUEL GAS
DISTRIBUTION CORPORATION
BALANCE SHEET
AS OF 09-30-94

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RUN DATE 11/06/94
PAGE 1

	CURRENT MONTH	PRIOR YEAR MONTH
ASSETS		
PROPERTY, PLANT & EQUIPMENT:		
GAS PLANT IN SERVICE	1,003,265,401	940,983,973
COMP CONSTR NOT CLAS	20,138,738	29,859,571
CONST WORK IN PROG	12,741,090	12,492,919
NON UTILITY	80,137	80,137
	1,036,225,367	983,416,620
LESS: RESERVE FOR DDA	-248,431,038	-228,931,081
	787,794,330	754,485,539
CURRENT ASSETS:		
CASH	3,531,953	2,509,541
TEMPORARY CASH INVES	1,088	1,038
NOTES RECEIVABLE	0	60,000
NOTES REC-ASSOC	0	0
ACCT REC - ASSOC COS	14,217,355	13,853,310
ACCT REC - CUSTOMERS	23,707,008	42,277,272
ACCT REC - OTHERS	8,253,827	10,365,302
GAS STOR UNDER-CUMR	31,899,894	19,309,004
UNMILLED REVENUE	17,310,686	0
MATERIALS & SUPPLIES	8,321,871	6,586,791
PREPAYMENTS	14,412,657	12,187,219
	152,086,338	107,149,528
OTHER ASSETS:		
OTHER INVESTMENTS	7,402,579	4,899,909
DEFERRED GAS COSTS	-6,947,570	19,239,926
ACCU DEFER INC TAX	130,125	219,532
OTHER DEFERRED DEBT	159,263,174	58,736,280
	150,848,309	83,115,647
TOTAL ASSETS	1,099,728,977	944,730,714

****INDEX ENTRIES****
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NATIONAL FUEL GAS
 DISTRIBUTION CORPORATION
 BALANCE SHEET
 AS OF 09-30-94

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RUN DATE 11/04/94
 PAGE 2

	CURRENT MONTH	PRIOR YEAR MONTH
LIABILITIES & STOCKHOLDERS EQUITY		
COMMON CAPITAL STOCK:		
AUTHORIZED 2000 SHR	0	0
ISSUED & OUTSTANDING	59,170,600	59,170,600
PREMIUM ON CAP STOCK	68,500	68,500
DONATIONS PFCD FROM	121,599,684	121,599,684
COMMON CAPITAL STOCK	180,838,784	180,838,784
BALANCE, OCTOBER 1	195,360,618	176,189,824
NET INCOME/LOSS(-)	41,110,881	31,662,248
DIVIDENDS	29,872,000	29,000,000
TOTAL STOCKHOLDERS EQUITY	387,630,283	359,691,157
LONG TERM DEBT:		
ADV FROM ASSOC COMP	320,000,000	319,917,000
OTHER LONG TERM DEBT	496,805	533,043
LONG TERM DEBT	320,496,805	320,450,043
TOTAL CAPITALIZATION	708,137,089	680,141,200
CURRENT & ACCRUED LI:		
NOTES PAYABLE ASSOC	70,000,000	50,100,000
ACCT PAY - ASSOC COS	19,475,036	21,598,670
ACCT PAY - OTHERS	41,380,871	30,552,711
CUSTOMER DEPOSITS	4,388,656	4,080,931
FEDERAL INCOME TAXES	2,703,420	-935,005
OTHER ACCRUED TAXES	5,496,287	3,518,636
DIVIDENDS DECLARED	7,468,000	7,250,000
TAX COLLECTIONS PAY	170,754	830,755
CUSTOMER ADVANCES	1,360,979	1,213,205
ACCRUED INTEREST	157,707	231,875
OTHER ACCRUALS	14,831,945	9,884,054
SUPPLIER RET: JS PAY	8,977,712	26,904,633
RES FOR GAS REPLACC	0	0
CURRENT & ACCRUED LI	175,508,369	155,226,445
OPERATING RESERVES:		
ACCUM DFD INC TAX	156,296,859	83,186,436
ACCUM DFD INV TAX CR	13,611,128	14,273,997
OTHER DEFERRED CREDI	46,177,531	11,702,633
RES FOR INJURIES & D	0	0
OPERATING RESERVES	216,085,519	109,363,068
TOTAL LIABILITIES	391,593,888	264,589,513
TOTAL LIABILITIES & EQUITY	1,099,728,977	944,730,714

****INDEX ENTRIES****
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**NATIONAL FUEL GAS
DISTRIBUTION CORPORATION
NEW YORK JURISDICTION
INCOME STATEMENT
AS OF 06-30-95**

RUN DATE 07/25/95
PAGE 1

CURRENT MONTH			YEAR-TO-DATE			12 MONTHS ENDED		
FORECAST	ACTUAL	INCR/DECR	FORECAST	ACTUAL	EMER/IDECH	ACTUAL	EMER/IDECH	FORECAST
21,459,000	16,847,710	-4,611,290	275,187,080	455,685,536	-177,498,456	514,074,103	-122,374,897	
4,543,000	6,925,000	2,382,000	379,420,000	230,924,766	-98,495,234	267,300,456	-89,080,544	
11,866,000	9,917,710	-1,948,290	241,762,000	224,760,770	-19,001,230	246,773,647	-33,294,353	
1,343,000	1,867,717	524,717	21,940,000	23,076,210	1,076,210	26,938,842	1,628,642	
154,000	311,004	157,004	3,049,000	2,914,392	-134,608	4,471,415	841,415	
13,563,000	12,096,431	-1,466,569	268,751,000	230,691,174	-18,059,826	278,183,704	-30,826,296	
9,117,700	5,791,918	-3,325,782	100,370,800	103,291,662	3,020,862	130,570,379	2,654,279	
1,152,300	1,264,834	112,534	12,470,700	13,275,249	804,549	15,436,172	1,107,728	
1,670,400	1,673,535	3,135	15,030,000	15,079,255	49,255	19,952,053	101,053	
2,037,000	2,986,503	949,503	25,923,000	21,876,137	-4,046,863	13,306,660	-1,952,340	
2,401,000	874,612	-1,526,388	3,001,000	3,372,542	371,542	2,976,007	-9,610,007	
0	0	0	0	0	0	0	-1,032	
4,666,000	4,215,256	-450,744	63,573,000	54,079,495	-9,493,505	66,344,025	-10,183,975	
15,294,000	14,833,672	-460,328	113,666,000	201,823,252	88,157,252	242,632,250	-16,059,750	
-1,731,000	-2,237,241	-506,241	55,085,000	48,867,922	-6,217,078	35,551,434	-14,784,566	
43,000	517,968	474,968	114,000	455,105	341,105	498,379	383,379	
11,000	0,311	-1,689	75,000	87,397	12,397	120,249	20,751	
0	3,313	3,313	0	-50,896	-50,896	144,797	129,797	
35,000	35,600	600	315,000	322,200	7,200	429,285	15,285	
89,000	366,392	277,392	504,000	793,806	289,806	1,192,710	507,710	
-1,642,000	-2,370,849	-728,849	55,589,000	49,661,728	-5,927,272	36,744,164	-14,256,836	
1,484,000	1,404,032	-79,968	15,373,000	15,046,309	-326,691	19,743,844	-23,156	
251,000	622,042	371,042	1,616,000	2,606,663	990,663	3,523,158	1,134,158	
-10,000	-6,783	3,217	66,000	-31,017	-97,017	-44,504	89,496	
-82,000	-67,772	14,228	21,000	63,210	42,210	100,159	53,841	
1,643,000	1,951,537	308,537	14,894,000	17,685,065	2,791,065	23,182,657	1,166,657	
44,000	978	-43,022	32,000	-61,422	-93,422	-885,086	-891,086	
-59,000	-107,327	-48,327	-173,900	-224,081	-50,181	-301,146	-42,146	
0	666	666	0	17,367	17,367	20,801	20,801	
-15,000	-105,683	-90,683	-141,000	-268,136	-127,136	-1,165,431	-912,431	
-3,270,000	-4,216,700	-946,700	38,836,000	32,244,798	-6,591,202	14,726,738	-14,511,062	

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NATIONAL FUEL GAS
 DISTRIBUTION CORPORATION

RUN DATE 07/18/95
 PAGE 1

BALANCE SHEET
 AS OF 06-30-95

	CURRENT MONTH	PRIOR YEAR MONTH
ASSETS		
PROPERTY, PLANT & EQUIPMENT:		
GAS PLANT IN SERVICE	1,041,178,310	993,277,868
COMP CONSTR NOT CLAS	25,226,844	13,230,784
CONST WORK IN PROG	7,761,392	10,014,726
NON UTILITY	80,137	80,137
	<u>1,074,246,683</u>	<u>1,016,603,515</u>
LESS: RESERVE FOR DOA	-261,380,216	-243,746,112
	<u>812,866,467</u>	<u>772,857,402</u>
CURRENT ASSETS:		
CASH	3,707,195	4,427,593
TEMPORARY CASH INVES	1,088	1,088
NOTES RECEIVABLE	153,625	0
NOTES REC-ASSOC	0	0
ACCT REC - ASSOC COS	12,195,497	15,632,023
ACCT REC - CUSTOMERS	83,310,911	102,873,044
ACCT REC - OTHERS	5,052,496	8,194,863
GAS STOK UNDER-CURR	10,879,876	11,465,681
UNBILLED REVENUE	12,188,274	12,578,327
MATERIALS & SUPPLIES	8,199,562	8,245,708
PREPAYMENTS	14,988,402	14,443,517
	<u>150,676,926</u>	<u>177,861,862</u>
OTHER ASSETS:		
OTHER INVESTMENTS	8,661,769	6,957,998
DEFERRED GAS COSTS	-31,831,191	-2,446,247
ACCU DEFER INC TAX	145,940	135,781
RECOVER FUTURE TAXES	94,038,722	97,257,707
UNAMORT DEBT EXPENSE	17,785,578	17,756,930
OTHER REGULATORY ASST	26,657,939	27,155,505
OTHER DEFERRED DEBIT	2,563,041	4,447,153
	<u>118,021,797</u>	<u>151,264,828</u>
OTHER ASSETS		
	<u>118,021,797</u>	<u>151,264,828</u>
TOTAL ASSETS	<u>1,081,565,190</u>	<u>1,101,984,093</u>

FINAL

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NATIONAL FUEL GAS
 DISTRIBUTION CORPORATION

RUN DATE 07/18/95
 PAGE 2

BALANCE SHEET
 AS OF 06-30-95

	CURRENT MONTH	PRIOR YEAR MONTH
LIABILITIES & STOCKHOLDERS EQUITY		
COMMON CAPITAL STOCK:		
AUTHORIZED 2000 SHR	0	0
ISSUED & OUTSTANDING	59,170,600	59,170,600
PREMIUM ON CAP STOCK	68,500	68,500
DONATIONS RECD FROM	121,599,684	121,599,684
COMMON CAPITAL STOCK	180,838,784	180,838,784
BALANCE, OCTOBER 1	206,799,499	195,360,618
NET INCOME/LOSS(-)	43,659,330	59,754,205
DIVIDENDS	24,276,000	22,404,000
	<u>226,182,829</u>	<u>232,710,823</u>
TOTAL STOCKHOLDERS EQUITY	407,021,613	413,549,607
LONG TERM DEBT:		
ADV FROM ASSOC COMP	306,000,000	319,917,000
OTHER LONG TERM DEBT	473,161	504,361
LONG TERM DEBT	306,473,161	320,421,361
TOTAL CAPITALIZATION	713,494,775	733,970,968
CURRENT & ACCRUED LI:		
NOTES PAYABLE ASSOC	7,500,000	500,000
ACCT PAY - ASSOC COS	14,887,529	22,581,112
ACCT PAY - OTHERS	27,897,282	32,951,318
CUSTOMER DEPOSITS	4,662,543	4,262,196
FEDERAL INCOME TAXES	25,457,086	19,588,820
OTHER ACCRUED TAXES	5,560,102	9,598,948
DIVIDENDS DECLARED	8,392,000	7,468,000
TAX COLLECTIONS PAY	1,159,802	1,155,221
CUSTOMER ADVANCES	1,206,076	1,195,212
ACCRUED INTEREST	271,665	119,712
OTHER ACCRUALS	14,485,614	14,242,560
SUPPLIER REFUNDS PAY	23,366,113	10,287,216
RES FOR GAS REPLACE	28,061,969	34,310,799
CURRENT & ACCRUED LI	162,907,781	158,261,113
OPERATING RESERVES:		
ACCUM DFD INC TAX	145,416,070	158,246,091
ACCUM DFD INV TAX CR	13,114,328	13,777,197
OTHER DEFERRED CREDI	46,439,929	37,743,794
RES FOR INJURIES & D	192,306	-15,070
OPERATING RESERVES	205,162,634	209,752,011
TOTAL LIABILITIES	368,070,415	368,013,125
TOTAL LIABILITIES & EQUITY	1,081,565,190	1,101,984,093

EXHIBIT B

In the Matter of the Applicant of National Fuel Gas
Distribution Corporation Under Section 70 of the
Public Service Law, for the Approval of Transfer of Facilities

Contract of Sale



This Contract is recommended for the sale of residential real estate,
whether improved or unimproved,
and is not recommended for the sale of a condominium or townhouse.



CONTRACT

CAUTION: IT IS RECOMMENDED THAT ANY PERSON NAMED IN THIS CONTRACT CONSULT HIS OR HER ATTORNEY BEFORE SIGNING.

Date: July 18, 1995, Seller and Purchaser agree as follows:

Seller: National Fuel Gas Distribution Corporation
Address: 10 Lafayette Square, Buffalo, NY 14203

Purchaser: Dublin House of Fine Irish Imports, Inc.
Address: 5429 Main Street, Williamsville, N.Y. 14221

1. AGREEMENT. Seller shall sell and Purchaser shall buy on the terms stated in this Contract.
2. PROPERTY. The Property is described as follows:

Street address: 5429 Main Street
~~City~~ Village, Town of Williamsville, County of Erie _____ State of New York.
Additional description and/or premises as per attached survey. (If legal description, subdivision lot number or dimensions and location with distance from nearest intersecting street are not available, use tax bill number and description set forth on tax bill.)

One story commercial building of brick construction with adjacent paved parking lot situated on lot with dimensions of approximately 92 feet by 159 feet (SBL# 80.08-4-1), to be more accurately shown on a certified land survey.

Purchaser will accept the Property subject to restrictions of record providing they do not conflict with the present or intended specific improvements or uses of the Property as described in Paragraph 15 of this Contract, and have not been violated, unless their enforcement is barred by law; water lines, sanitary sewer, drainage, gas distribution line and main, electrical and telephone easements and rights-of-way of record provided they are or may be used to service the Property and provided buildings and other improvements on the Property are not on the easements; and also a permanent easement and right of way to be reserved by Seller for natural gas pipelines and a brick regulator building currently located on the property. Exact location and dimensions of easement to be determined and accurately shown on a certified land survey. * See attached Rider No. 2

3. PRICE. The purchase price is	**See attached Rider No. 2	\$	<u>200,000</u>
payable as follows:			
When Purchaser signs this contract (deposit)		\$	<u>\$4,000**</u>
When Seller signs this contract (additional deposit) within 48 hours thereafter		\$	_____
On delivery of deed (in cash or certified funds)		\$	<u>adjusted balance*</u>

* (purchase price less deposits and mortgage amounts, if any, shown in Paragraph 11B, 4 or 5 below, subject to closing adjustments and exact balance at time of closing of assumed mortgage, if any)

4. THIS SALE INCLUDES. "CAUTION: READ THIS CAREFULLY"
 - (a) all buildings and improvements on the Property and all rights of Seller to all streets, highways, alleys, driveways, easements and rights-of-way relating to the Property.
 - (b) the following items, if presently on the Property, belong to the Seller and are included (unless excluded below): all heating, plumbing, lighting fixtures and bulbs, all flowers, shrubs, trees (except free standing), linoleum, window shades, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, exterior T.V. antennas and rotor motor and controls, water softeners, sump pumps, bathroom fixtures, matching mirrors over vanities, weather vanes, window boxes, fences, chandeliers, flag poles, fireplaces, fireplace screens, grates and glass enclosures, wall to wall carpeting and runners, garbage disposals, garage door openers including hand-held units, ceiling fans, exhaust fans and hoods, air conditioning (except window) units, oil and gas-fired space heaters, woodburning stoves, fireplace inserts, all style window or door blinds, security system, intercom system, smoke detectors, and also (unless such items are free standing) all cabinets, mirrors, dishwashers, ovens, ranges, shelving, trash compactors, humidifiers

Seller National Fuel Gas Distribution Corporation
Address: 10 Lafayette Square, Buffalo, NY 14203

Purchaser Dublin House of Fine Irish Imports, Inc.
Address: 5429 Main Street, Williamsville, N.Y. 14221

1. AGREEMENT. Seller shall sell and Purchaser shall buy on the terms stated in this Contract.
2. PROPERTY. The Property is described as follows:

Street address 5429 Main Street
~~City~~ Village, Town of Williamsville, County of Erie _____, State of New York.
Additional description and/or premises as per attached survey. (If legal description, subdivision lot number or dimensions and location with distance from nearest intersecting street are not available, use tax bill number and description set forth on tax bill.)

One story commercial building of brick construction with adjacent paved parking lot situated on lot with dimensions of approximately 92 feet by 159 feet (SBL# 80.08-4-1), to be more accurately shown on a certified land survey.

Purchaser will accept the Property subject to restrictions of record providing they do not conflict with the present or intended specific improvements or uses of the Property as described in Paragraph 15 of this Contract, and have not been violated, unless their enforcement is barred by law; water lines, sanitary sewer, drainage, gas distribution line and main, electrical and telephone easements and rights-of-way of record provided they are or may be used to service the Property and provided buildings and other improvements on the Property are not on the easements; and also a permanent easement and right of way to be reserved by Seller for natural gas pipelines and a brick regulator building currently located on the property. Exact location and dimensions of easement to be determined and accurately shown on a certified land survey. * See attached Rider No. 2

3. PRICE. The purchase price is	\$ 200,000
payable as follows: **See attached Rider No. 2	
When Purchaser signs this contract (deposit)	\$ \$4,000**
When Seller signs this contract (additional deposit) within 48 hours thereafter	\$ _____
On delivery of deed (in cash or certified funds)	\$ _____ adjusted balance'

* (purchase price less deposits and mortgage amounts, if any, shown in Paragraph 11B, 4 or 5 below, subject to closing adjustments and exact balance at time of closing of assumed mortgage, if any)

4. THIS SALE INCLUDES. "CAUTION: READ THIS CAREFULLY"

- (a) all buildings and improvements on the Property and all rights of Seller to all streets, highways, alleys, driveways, easements and rights-of-way relating to the Property.
- (b) the following items, if presently on the Property, belong to the Seller and are included (unless excluded below): all heating, plumbing, lighting fixtures and bulbs; all flowers, shrubs, trees (except free standing); linoleum, window shades, curtain rods, traverse rods, storm windows and storm doors, screens, awnings, exterior T.V. antennas and rotor motor and controls, water softeners, sump pumps, bathroom fixtures, matching mirrors over vanities, weather vanes, window boxes, fences, chandeliers, flag poles, fireplaces, fireplace screens, grates and glass enclosures, wall to wall carpeting and runners, garbage disposals, garage door openers including hand-held units, ceiling fans, exhaust fans and hoods, air conditioning (except window) units, oil and gas-fired space heaters, woodburning stoves, fireplace inserts, all style window or door blinds, security system, intercom system, smoke detectors, and also (unless such items are free standing) all cabinets, mirrors, dishwashers, ovens, ranges, shelving, trash compactors, humidifiers and dehumidifiers, gas operated post-type outdoor grills, swimming pools and pool equipment, mailboxes, utility sheds, and also _____

Seller represents that all of the above will be in working order at the time of closing unless specifically sold "as is", on the date of this Contract, by listing as follows: _____

EXCLUDED FROM THIS SALE ARE: Furniture and household furnishings; and also _____

5. ADJUSTMENTS AT CLOSING. There shall be prorated and adjusted, as of 12:00 midnight prior to delivery of the deed, rents, fuel oil, mortgage interest, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis, water and sewer charges and the following items (list insurance, or other items to be adjusted) none

 Seller represents that the property is not currently subject to any property tax credits or abatements.

For adjustment purposes, all rents will be considered paid to the Seller, if due at the date of adjustment. Purchaser will accept title to the Property subject to, and will pay, all assessments and installments of assessments for special or local improvements not yet due and payable as of the closing date, provided they appear on the current tax rolls.

When a mortgage is assumed, Seller shall furnish to Purchaser at closing a statement by the mortgage holder stating the unpaid balance, interest due and terms of payment and shall transfer to Purchaser all money held in escrow by the mortgage holder and Purchaser shall pay the amount to Seller. Purchaser shall then, within five days after closing, notify mortgage holder of the assumption and comply with all requirements of mortgage holder to facilitate the assumption.

6. SEARCH AND SURVEY. Seller shall order from an abstract company, the search, and order the survey, within 10 days after execution of the contract and shall deliver the same not less than 21 days before the closing date shown in paragraph 17 hereof. Search shall be fully guaranteed tax and title search which covers the premises only, the first set-out of which shall be the first recorded source of title in Erie County Clerk's office, the last continuation of which shall be dated after this Contract and where not covered by the search, a local tax certificate. The survey shall be dated after this Contract, prepared and certified according to Bar Association of Erie County standards, certified to Purchaser's lender according to its requirements, and show the Property and location of all buildings, other structures, and improvements affecting it. If vacant land, the Property is to be staked. *Seller's right of way and easement shall also be shown on the survey.

7. DEED. At closing, Seller shall deliver to Purchaser a warranty deed (or fiduciary deed where appropriate) with ten year warranty giving good and marketable title in fee simple, free and clear of all encumbrances except as noted in this contract. In the event Seller is a corporation, Seller may deliver to Purchaser a bargain and sale deed with covenant against grantors acts.

8. LENDERS APPRAISAL AND FINAL INSPECTION. Seller shall have utilities in service at time of mortgage lender's appraisal-inspection. Before closing (but after written mortgage commitment has been obtained), Purchaser shall have the right to inspect the Property with all utilities in service at Seller's expense on reasonable notice to Seller.

*and the Seller's reserved Right of Way and Easement

9. POSSESSION. Subject to the tenancies recited in Paragraph 10 below, purchaser shall have possession and occupancy of all the Property and Seller shall be out of the Property at the time of the delivery of the deed.

10. TENANTS. The premises are subject to the following tenancies: (List all tenants, rents, leases and expiration dates, and security deposits if any). Sterling Suburban Glass Co., Inc., Lease dated March 23, 1991, expiration date April 14, 1996. Lease will be terminated at closing, if Purchaser requests at least 45 days prior to closing.

All security deposits will be turned over to the Purchaser at closing and notice of same shall be delivered by the Seller to the tenant within five days after closing.

Seller represents that the premises are are not subject to rent control.

Seller shall not enter into any lease agreements prior to closing without the written approval of Purchaser. Seller shall furnish copies of all leases to Purchaser prior to closing.

Seller represents there are no known defenses available to tenants as to the enforcement of Seller's rights as landlord.

11. FINANCING

A. ALL CASH PURCHASE: NO MORTGAGE TO BE OBTAINED.

B. MORTGAGING SEE ATTACHED RIDER #2.

NOTE: More than one type can be selected, but Purchaser is not required to apply for all types selected.

1. Purchaser shall apply for a _____ year conventional FIXED rate mortgage loan in an amount not to exceed \$ _____ and at an interest rate of _____ percent plus private mortgage insurance, if required. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment interest rate, as long as the rate does not exceed _____ percent plus private mortgage insurance, if required, at the time of closing, and as long as purchasers loan fees do not exceed those listed in paragraph 12 below.

-OR-

2. Purchaser shall apply for a _____ year conventional ADJUSTABLE rate mortgage loan in an amount not to exceed \$ _____ plus private mortgage insurance, if required, and at an initial

in escrow by the mortgage holder and Purchaser shall pay the amount to Seller. Purchaser shall, within five days after closing, notify mortgage holder of the assumption and comply with all requirements of mortgage holder to facilitate the assumption.

6. SEARCH AND SURVEY. Seller shall order from an abstract company, the search, and order the survey, within 10 days after execution of the contract and shall deliver the same not less than 21 days before the closing date shown in paragraph 17 hereof. Search shall be fully guaranteed tax and title search which covers the premises only, the first set-out of which shall be the first recorded source of title in Erie County Clerk's office, the last continuation of which shall be dated after this Contract and where not covered by the search, a local tax certificate. The survey shall be dated after this Contract, prepared and certified according to Bar Association of Erie County standards, certified to Purchaser's lender according to its requirements, and show the Property and location of all buildings, other structures, and improvements affecting it. If vacant land, the Property is to be staked. *Sellers right of way and easement shall also be shown on the survey.

7. DEED. At closing, Seller shall deliver to Purchaser a warranty deed (or fiduciary deed where appropriate) with lien coverage giving good and marketable title in fee simple, free and clear of all encumbrances, except as stated in this Contract. In the event Seller is a corporation, Seller may deliver to Purchaser a bargain and sale deed with covenant against grantors acts.

8. LENDERS APPRAISAL AND FINAL INSPECTION. Seller shall have utilities in service at time of mortgage lender's appraisal/inspection. Before closing (but after written mortgage commitment has been obtained), Purchaser shall have the right to inspect the Property with all utilities in service at Seller's expense on reasonable notice to Seller.

9. POSSESSION. Subject only to the tenancies recited in Paragraph 10 below, purchaser shall have possession and occupancy of all the Property and Seller shall be out of the Property at the time of the delivery of the deed.

10. TENANTS. The premises are subject to the following tenancies: (List all tenants, rents, leases and expiration dates, and security deposits if any). Starling Suburban Glass Co., Inc., Lease dated March 23, 1991, expiration date April 14, 1996. Lease will be terminated at closing, if Purchaser requests at least 45 days prior to closing.

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All security deposits will be turned over to the Purchaser at closing and notice of same shall be delivered by the Seller to the tenant within five days after closing.

Seller represents that the premises are are not subject to rent control. Seller shall not enter into any lease agreements prior to closing without the written approval of Purchaser. Seller shall furnish copies of all leases to Purchaser prior to closing.

Seller represents there are no known defenses available to tenants as to the enforcement of Seller's rights as landlord.

11. FINANCING

A. ALL CASH PURCHASE: NO MORTGAGE TO BE OBTAINED.

B. MORTGAGING SEE ATTACHED RIDER #2.

NOTE: More than one type can be selected, but Purchaser is not required to apply for all types selected.

1. Purchaser shall apply for a _____ year conventional FIXED rate mortgage loan in an amount not to exceed \$ _____ and at an interest rate of _____ percent plus private mortgage insurance, if required. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment interest rate, as long as the rate does not exceed _____ percent plus private mortgage insurance, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

-OR-

2. Purchaser shall apply for a _____ year conventional ADJUSTABLE rate mortgage loan in an amount not to exceed \$ _____ plus private mortgage insurance, if required, and at an initial interest rate of _____ percent. However, if purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment interest rate, as long as the initial interest rate does not exceed _____ percent plus private mortgage insurance, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

Seller's Initials _____ Date _____ Purchaser's Initials _____ Date _____
Seller's Initials _____ Date _____ Purchaser's Initials _____ Date _____

-OR-

3. Purchaser shall apply for a _____ year:
Check One VA FHA FHA 221d2

a. FIXED rate mortgage loan in an amount not to exceed \$ _____ and at an interest rate of _____ percent plus mortgage insurance premium, if required. However, purchaser agrees to accept any mortgage commitment, interest rate, or any changed commitment interest rate, as long as the rate does not exceed _____ percent plus mortgage insurance premium, if required, at the time of closing and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

OR

b. ADJUSTABLE rate mortgage loan in an amount not to exceed \$ _____ plus mortgage insurance premium if required and at an initial interest rate of _____ percent. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment, interest rate, as long as the initial rate does not exceed _____ percent plus mortgage insurance premium, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

OPTION CLAUSE: VETERANS ADMINISTRATION and FEDERAL HOUSING ADMINISTRATION loans only. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, in those cases involving a GI loan, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or in those cases to be insured by the Federal Housing Administration unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ _____ which statement the Seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the Seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation if made by the Federal Housing Commissioner or reasonable value established by the Veterans Administration. In those cases involving FHA, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Purchaser's application shall be made promptly and in good faith, but in no case later than _____ days after execution of this Contract by all parties. If a written commitment (expiring after the closing date) for this mortgage is not received by the Purchaser by the _____ day of _____, 19____, either Purchaser or Seller may cancel this Contract by written notice to the other and the entire deposit (less survey certification charge) shall be returned. The same shall apply if the commitment is granted but later cancelled without the fault of the Purchaser.

4. By assuming and agreeing to pay according to its terms the principal balance of the mortgage held by _____ in the approximate amount of \$ _____ payable \$ _____ monthly, interest rate _____%. Monthly payments include _____ Interest rate is adjustable _____ 1 year _____ 3 years _____ months _____ other.

The mortgage has no "balloon" payment provision.
 has a "balloon" payment due _____.

A "balloon" payment is a required payment in full by a specific date of all unpaid principal and interest. If mortgage holder's consent to assume this mortgage is required and not obtained by the _____ day of _____, 19____, either Purchaser or Seller shall have the right to cancel this Contract by written notice to the other and all deposits will be returned to the Purchaser. If by the above date, consent for assumption is given only at an interest rate in excess of _____ % per annum, Purchaser shall have the right to cancel this Contract by written notice to Seller and all deposits will be returned to Purchaser.

5. By giving Seller a purchase money note and mortgage (*Erie County Bar Association Form*) in the amount of \$ _____ which shall be a _____ lien on the Property payable as follows: \$ _____ monthly including principal and interest (interest rate _____%), monthly payment is based as if payments were made over _____ years, but entire unpaid balance is due at end of _____ years, with no penalty for prepayment.

NOTE: The Erie County Bar Association Form Mortgage contains a due-on-transfer provision, and is not assumable.

- 12. MORTGAGE LOAN FEE. (Complete if applicable.)
Seller shall pay loan fee of not more than _____ % of the mortgage.
Purchaser shall pay loan fee of not more than _____ % of the mortgage.
Purchaser shall pay Private Mortgage Insurance Fee of not more than _____ % of the mortgage.
- 13. COSTS. Seller shall pay for tax and title search to date of closing and for survey, transfer tax stamps and the special additional mortgage tax if it applies. Purchaser shall pay mortgage tax, fee for recording deed and mortgage, fee for survey certification charge as required by its lender (even if mortgage not approved), mortgage holder's assumption fee, private mortgage insurance premium, if applicable, and all inspection and reinspection fees charged by its lender, unless otherwise agreed upon.
- 14. "OBJECTION TO TITLE AND TITLE INSURANCE." If Purchaser finds valid objections to Seller's title which make it unmarketable, Purchaser shall either:
 - a) Accept the title as presented.
 - b) Advise Seller of Purchaser's objections, allow Seller the later of ten days after receiving notice of the objections, or the closing date herein, to which to cure the objections, and then

mortgage insurance premium if required and at an initial interest rate of _____ percent. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment, interest rate, as long as the initial rate does not exceed _____ percent plus mortgage insurance premium, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

OPTION CLAUSE: VETERANS ADMINISTRATION and FEDERAL HOUSING ADMINISTRATION loans only. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, in those cases involving a GI loan, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or in those cases to be insured by the Federal Housing Administration unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ _____ which statement the Seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the Seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation if made by the Federal Housing Commissioner or reasonable value established by the Veterans Administration. In those cases involving FHA, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Purchaser's application shall be made promptly and in good faith, but in no case later than _____ days after execution of this Contract by all parties. If a written commitment (expiring after the closing date) for this mortgage is not received by the Purchaser by the _____ day of _____, 19____, either Purchaser or Seller may cancel this Contract by written notice to the other and the entire deposit (less survey certification charge) shall be returned. The same shall apply if the commitment is granted but later cancelled without the fault of the Purchaser.

4. By assuming and agreeing to pay according to its terms the principal balance of the mortgage held by _____ in the approximate amount of \$ _____ payable \$ _____ monthly, interest rate _____%. Monthly payments include _____ Interest rate is adjustable _____ 1 year _____ 3 years _____ months _____ other.

The mortgage has no "balloon" payment provision.
 as a "balloon" payment due _____.

A "balloon" payment is a required payment in full by a specific date of all unpaid principal and interest. If mortgage holder's consent to assume this mortgage is required and not obtained by the _____ day of _____, 19____, either Purchaser or Seller shall have the right to cancel this Contract by written notice to the other and all deposits will be returned to the Purchaser. If by the above date, consent for assumption is given only at an interest rate in excess of _____ % per annum, Purchaser shall have the right to cancel this Contract by written notice to Seller and all deposits will be returned to Purchaser.

5. By giving Seller a purchase money note and mortgage (*Erie County Bar Association Form*) in the amount of \$ _____ which shall be a _____ lien on the Property payable as follows: \$ _____ monthly including principal and interest (interest rate _____%), monthly payment is based as if payments were made over _____ years, but entire unpaid balance is due at end of _____ years, with no penalty for prepayment.

NOTE: The Erie County Bar Association Form Mortgage contains a due-on-transfer provision, and is not assumable.

12. MORTGAGE LOAN FEE. (Complete if applicable.)

Seller shall pay loan fee of not more than _____ % of the mortgage.

Purchaser shall pay loan fee of not more than _____ % of the mortgage.

Purchaser shall pay Private Mortgage Insurance Fee of not more than _____ % of the mortgage.

13. COSTS. Seller shall pay for tax and title search to date of closing and for survey, transfer tax stamps and the special additional mortgage tax if it applies. Purchaser shall pay mortgage tax, fee for recording deed and mortgage, fee for survey certification charge as required by its lender (even if mortgage not approved), mortgage holders assumption fee, private mortgage insurance premium, if applicable, and all inspection and reinspection fees charged by its lender, unless otherwise agreed upon.

14. "OBJECTION TO TITLE AND TITLE INSURANCE." If Purchaser finds valid objections to Seller's title which make it unmarketable, Purchaser shall either:

a) Accept the title as presented.

b) Advise Seller of Purchaser's objections, allow Seller the later of ten days after receiving notice of the objections, or the closing date herein, in which to cure the objection, and then accept the title once cured. Provided, however, that if Seller cannot cure the objection but a fee title insurance policy covering the objection can be obtained, then Purchaser must accept same. Seller shall pay the cost of such fee title insurance at the full rate if no mortgage title insurance is required by lender, or in the event mortgage title insurance is required by lender, then seller shall pay the cost of such fee title insurance at the reduced simultaneous rate. Purchaser will pay for title insurance required by its lender.

If Purchaser elects not to accept such title as Seller can convey, and Seller cannot with due diligence cure the defect, nor obtain fee title insurance covering the objection, then this contract shall terminate. In this event, the Purchaser shall have the deposit returned to him together with reimbursement from the Seller for any non-refundable fees paid by Purchaser to Purchaser's lender to obtain a commitment for a mortgage loan, and

The Seller shall apply for and supply to Purchaser a current certificate if required by government regulations showing that the Property complies with any law, ordinance, regulation or code, including County Health Department approval of non-public sewage disposal system and water supply. Seller shall pay any cost in applying for such certification(s).

Check which.

Seller represents that there is is not a private septic system.
 is is not a private well.

If Property is unimproved, seller represents that there is is not currently available public water at lot location
 If Property is unimproved, seller represents that there is is not currently available sewer at lot location

If Purchaser makes valid objection to the legal status of the Improvements on the Property or to the Property itself or if Seller is unable to obtain the certification(s) mentioned above without cost, except for applicator fees, the Seller has the choice of cancelling the Contract on written notice to the Purchaser and returning the full deposit or correcting at Seller's expense the problem(s) which caused the objection within a reasonable time so that the certification(s) may be obtained.

16. CLOSING FUNDS. The Purchaser represents that except for the proceeds of any mortgage financing described in this contract, the Purchaser is is not in actual possession of sufficient funds to close this transaction and does does not require the closing of the sale of any other real estate to obtain sufficient funds.
CAUTION: This paragraph does not create a contingency. If Purchaser intends to make this Contract contingent upon the sale of real estate, The Bar Association of Erie County Contingency Rider should be used.

17. CLOSING. This Contract shall be closed at the County Clerk's Office on the 19th day of January, 19 96, or at such other time and place as Seller and Purchaser mutually agree upon. Time is not of the essence as to the closing date; either party may after the above date upon reasonable notice, declare time to be of the essence and set such a closing date.

18. BROKER'S COMMISSION. Seller and Purchaser agree no broker brought about this sale and the Seller agrees to pay the entire broker's commission. Seller authorizes his attorney to pay any balance of sale commission owed out of sale proceeds. The deposit(s) shall be held in escrow by the Seller IN HIS INTERESTS - REPAIRING ACCOUNT FOR THE BENEFIT OF THE PURCHASER.

19. CONDITION OF PROPERTY. Purchaser has satisfied himself/herself that the price and condition of the property and its contents are acceptable.

20. ENTIRE AGREEMENT. This Contract of sale with (insert "no" or number) 22 Riders contains the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this Contract. This Contract is intended to bind the Seller and Purchaser and those who succeed to their interests.

21. SIGNATURES. Unless all of the persons whose names appear at the beginning of the Contract sign it on or before the July, 19 95, this Contract shall not become effective.

National Fuel Gas Distribution Corporation		7/10/95		D. F. Smith, Senior Vice President		7/18/95	
Seller	Date	Purchaser	Date	D.F. Smith, Senior Vice President		7/18/95	
SS#		SS#		Federal ID# 13-2759381		7/18/95	
Seller	Date	Purchaser	Date	D.F. Smith, Senior Vice President		7/18/95	
SS#		SS#		Federal ID# 13-2759381		7/18/95	
Seller	Date	Purchaser	Date	D.F. Smith, Senior Vice President		7/18/95	
SS#		SS#		Federal ID# 13-2759381		7/18/95	

Sellers Forwarding Address Following Closing: _____

RECEIPT OF DEPOSIT
 Received the initial deposit of \$ _____ on account from Purchaser.

<u>Seller's Attorney</u>	<u>Purchaser's Attorney</u>	<u>Proposed Lender</u>
<u>Sarah J. Mugal, Esq.</u>	<u>Hebert J. Glose, Esq.</u>	_____
Name	Name	Name
<u>10 Lafayette Square</u>	<u>268 Main St.-2nd Flr.</u>	_____
Address	Address	Address
<u>Buffalo, NY 14203</u>	<u>Buffalo, N.Y. 14202</u>	_____
City, State, ZIP	City, State, ZIP	City, State, ZIP
<u>(716) 857-7163</u>	<u>(716) 853-0300</u>	_____
Tel. No.	Tel. No.	Tel. No.
	<u>(716) 853-0308</u>	_____
	Tel. No.	Tel. No.

RIDER NO. 1

TO
CONTRACT OF SALE
BY AND BETWEEN
NATIONAL FUEL GAS DISTRIBUTION CORPORATION ("SELLER")
AND
Dublin House of Fine Irish Imports, Inc. ("PURCHASER")

The closing of the above-referenced Contract of Sale shall be subject to and contingent upon Seller's receipt of all required regulatory approvals, including approval by the New York State Public Service Commission ("Commission") pursuant to New York Public Service Law Section 70 and the applicable regulations.

Seller agrees to apply for said approval, in accordance with the rules and regulations of the Commission, within five (5) business days following the full execution of this Contract of Sale.

If the Commission does not grant the requested approval, this Contract of Sale shall become null and void, and Seller shall return to Buyer, within five (5) business days from receipt of the Commission's Order, any and all deposits held by Seller, together with a copy of the Commission's Order.

Seller makes no representations as to the likelihood of success before the Commission. Seller shall endeavor to secure approval in an expeditious manner, within the guidelines and/or constraints of the Public Service Law and related regulations. Seller shall not be liable to Purchaser for any loss, damage, injury, suits, penalties, costs, liabilities or expenses (including, but not limited to, legal expenses), resulting or arising from, or in any way related to, either the decision of the Commission or the length of time expended by the Commission in reviewing Seller's application. Should the Commission disapprove this Contract of Sale, Seller shall determine, in its sole discretion, whether to appeal the Commission's Order.

Purchaser's Initials: Date:

Seller's Initials: Date: 5/10/15

RIDER #2 TO CONTRACT
OF
SALE BY AND BETWEEN

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
AND
DUBLIN HOUSE OF FINE IRISH IMPORTS, INC.

1. **EASEMENT.** The right-of-way and easement referenced in paragraph 2 of the Contract ("Easement") shall provide that the Seller is responsible for all costs and expenses associated with the maintenance and repair of the gas pipelines and brick regulator building, including all costs associated with damage to Purchaser's property resulting from use or maintenance of such Easement. The Easement shall also provide that in the event Seller removes its machinery and equipment from the regulator building and does not replace same within 6 months, or otherwise abandons the brick regulator building for a period of 6 months, the Easement shall terminate. In the event of abandonment by National Fuel, the building shall remain and become a part of the property.

2. **ASSIGNABILITY.** Seller agrees that Purchaser may assign this Contract to an individual or entity affiliated with Purchaser, provided that such assignment shall not release Purchaser from performance of any obligations under this Contract.

3. **FINANCING.** This Contract is contingent upon Purchaser obtaining financing in the form of an SBA Guaranteed Mortgage Loan from Fleet Bank and/or the New York Business Development Corporation in an amount and for an interest rate satisfactory to Purchaser. Purchaser shall apply for such financing within 15 days after the execution of this Contract by all parties. Purchaser shall either waive this contingency or secure commitments for such financing within 120 days after the execution of this Contract. If the contingency is not waived or commitments procured by that date, either party may cancel this Contract and the deposit and any interest thereon shall be returned to Purchaser.

4. **ENVIRONMENTAL.** a. To the best of Seller's knowledge, there are no "Hazardous Substances" as defined in this section in violation of applicable law on, in, or about the Property or resulting from Seller's activities conducted on the Property. There are no underground storage tanks on the Property. "Hazardous Substances" means any and all pollutants, hazardous materials and hazardous substances as referred to or defined in, or pursuant to, any Federal, State, Local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the effective date hereof. To the best of Seller's knowledge there are no friable asbestos on the property.

b. These representations of Seller shall be deemed to be restated on and as of the closing date and shall survive the closing.

c. The closing of this Contract is contingent upon receipt by Purchaser at Purchaser's expense of a report of a Phase I Environmental Assessment Report satisfactory to Purchaser. Purchaser shall have 90 days from the date of Seller's execution of this Contract to satisfy this contingency. If Purchaser receives a Report that is unsatisfactory, Purchaser may declare this Contract to be null and void, and all monies deposited with Seller shall be returned to the Purchaser. In the event Purchaser fails to notify the Seller that it is exercising its option to cancel under this paragraph on or prior to the expiration of said ninety (90) day period, the Purchaser shall be deemed to have waived such rights of cancellation, and this transaction shall proceed in accordance with the terms and conditions hereof.

Purchaser:

Dublin House of Fine Irish Imports, Inc.

By: _____

Lynn F. Riley
Lynn F. Riley, President

Seller:

National Fuel Gas Distribution Corporation

By: _____

D.F. Smith
D.F. Smith, Senior Vice President

RF

RFM

EXHIBIT C

In the Matter of the Applicant of National Fuel Gas
Distribution Corporation Under Section 70 of the
Public Service Law, for the Approval of Transfer of Facilities

Inventory of Property

Page 15 of 16

389390

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
 ACCOUNTS 389 AND 390
 WILLIAMSVILLE OFFICE

PLANT AS OF MAY 31, 1995
 DEPRECIATION AS OF JUNE 30, 1995

389.028000 LAND AND LAND RIGHTS

YEAR	ORIGINAL COST	AGE IN YEARS	RATE	RESERVE	NET
1952	\$12,817.31	43.25			\$12,817.31
1963	11,803.60	32.25			11,803.60
1964	993.32	31.25			993.32
TOTAL	\$25,614.23				\$25,614.23

390.034000 STRUCTURES AND IMPROVEMENTS

YEAR	ORIGINAL COST	AGE IN YEARS	RATE	RESERVE	NET
1952	\$3,206.00	43.25	0.0182	2,523.60	\$682.40
1953	61,408.51	42.25	0.0182	47,220.07	14,188.44
1955	78.32	40.25	0.0182	57.37	20.95
1962	4,359.65	33.25	0.0182	2,638.24	1,721.41
1964	6,756.82	31.25	0.0182	4,980.44	3,776.38
1966	551.00	29.25	0.0192	293.32	257.68
1969	960.00	26.25	0.0182	458.64	501.36
1975	5,992.77	20.25	0.0182	2,208.64	3,784.13
1982	810.44	13.25	0.0182	195.44	615.00
1992	23,791.99	3.25	0.0182	1,407.30	22,384.69
TOTAL	\$109,915.50			\$61,983.06	\$47,932.44
GRAND TOTAL	\$135,529.73			\$61,983.06	\$73,546.67



Harter Secret & Emery LLP

ATTORNEYS AND COUNSELORS

www.hselaw.com

Exhibit C

Excerpt from a Business Insurance Proposal from Sentinel Insurance Company



Business Insurance
Spectrum Proposal
Prepared for:

Main-Cali Williamsville LLC
5429 Main St
Buffalo, NY 14221

Proposed by:

M&T INSURANCE AGENCY INC.
285 Delaware Ave Suite 4000
Buffalo, NY 14202

Total Estimated Annual Premium for Spectrum: \$ 4,462.38

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

Important Messages:

Reference Number: 01SBA9012KG - 007

Location/Building Level

Location/Building Information

Location No./Building No. : 001/001
Street Address : 5429 Main St
City, State and Zip Code : Williamsville, NY 14221-6647
Protection Class : 03

Class Code	:	45040
Description	:	Building Owner - Lessors Risk Only - Retail Occupancy
Construction	:	Joisted Masonry
Year Built	:	1952
Sprinklered	:	No
Area	:	3,850



Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

Exhibit D

2008 Certificate of Capital Improvement

New York State and Local Sales and Use Tax
Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor.

Read this form completely before making any entries.

This certificate may not be used to purchase building materials.

Name of customer (print or type) 5429 MAIN ST. REALTY CORP.	Name of contractor (print or type) STERLING GLASS DEAL PANE INC
Street address 5429 MAIN ST.	Street address 1415 NIAGARA STREET
City State ZIP code WILLIAMSVILLE N.Y. 14221	City State ZIP code BUFFALO N.Y. 14213
Certificate of Authority number (if any)	Certificate of Authority number (if any)

To be completed by the customer:

Describe capital improvement to be performed:

INSTAL New FRONT WINDOWS
 ALUMINUM STORE FRONT

Project name DUBLIN HOUSE / STARBUCKS
Street address (where the work is to be performed) 5429 MAIN ST. WILLIAMSVILLE N.Y. 14221

I certify that:

- I am the owner, tenant, of the real property identified on this form, and
- The work described above will result in a capital improvement to the real property within the guidelines listed on the back of this form, and
- This contract (check one) includes, does not include, the sale of tangible personal property that, when installed, retains its identity as tangible personal property and does not become a permanent part of the real property.

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement, and
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) transferred to me pursuant to this contract, when the property installed by the contractor does not become a permanent part of the real property; and
- I will be subject to civil or criminal penalties (or both) under the Tax Law, if I issue a false or fraudulent certificate.

Signature of customer Kevin Lester	Title owner	Date 9/26/08
---------------------------------------	----------------	-----------------

To be completed by the contractor:

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above. (A copy of the written contract, if any, is attached.)

I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer	Title	Date
------------------------------------	-------	------

This certificate is not valid unless all entries are completed.

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VILLAGE OF WILLIAMSVILLE
2017 OCT 16 PM 12: 03

October 13, 2017

Williamsville Historic Preservation Commission
Village of Williamsville, New York 14221

Attention: Wesley Peters, Chair

Dear Wes:

re: "The Old Stone Schoolhouse"
72 South Cayuga
Williamsville, New York 14221

May I please be placed on the Agenda for the Tuesday, October 24, 2017 meeting of the Historic Preservation Commission?

All items were "tabled" the last time I appeared and need to be re-visited.

Specifically, the roof is leaking and I can wait no longer to do repairs. The situation must be addressed before the cold weather to prevent serious deterioration.

Thank you and kind regards,


Barry A. Muskat
(716) 982-5300

cc: Steven J. Bremer
Code Enforcement Officer

cc: Linda Juul
Administrator

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VILLAGE OF WILLIAMSVILLE
2017 OCT 16 AM 10: 15

COPY

- EXTERIOR -
B2017-50

Village of Williamsville

716-632-7747
FAX 716-626-4964

R-2
5565 Main Street
Williamsville, New York 14221



HISTORICAL

RESIDENTIAL LONG FORM
BUILDING DEPARTMENT PERMIT APPLICATION
RESIDENTIAL NEW BUILDS AND ADDITION & RENOVATIONS

Part I: Project Property & General Information:

1. Project Location and Information

Number and Street Address: 72 SOUTH CAYUGA

Tax map Number: 142201 81.05 -1-33

2. Owner Identification

Owner's name: ARCHITECTURAL ELEMENTS LLC

BARRY MILSKIN
Address of owner: 33 HARBRIDGE MANOR

City, State, Zip: WILLIAMSVILLE NY 14221

Phone Number: (716) 932 5300

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3. Type of Construction or Improvement

- New Build One/Two Family

- Addition

4. Description of Project: (If additional space is needed please attach sheets to application)

EXTERIOR RESTORATION OF HISTORIC BUILDING
NEW WINDOWS + SIDINGS OF NON HISTORIC EXISTING ADDITION

5. Estimated Project Cost \$ 100,000⁰⁰

800

CONTINUE TO PART TWO: DO NOT WRITE BELOW THIS LINE-OFFICIAL USE ONLY

Date Received: 4/18/17 Received by: _____ Forwarded to SB

Special approval needed by:

- Zoning Board Planning Board Historic Preservation Commission Engineer of Record
- Attorney Other None

Part II: Designers and Contractors:

1. Architect/Engineer: Name: SUTTON ARCHITECTURE (JADU SUTTON)
Address: 5409 MAIN STREET
City, State, Zip Code: WILLIAMSVILLE NY 14221
Phone Number: (716) 932-7150
2. General Contractor: Name: TAKSUM DEVELOPMENT LLC
Address: 33 HARBORCE MANOR
City, State, Zip Code: WILLIAMSVILLE NY 14221
Phone Number: (716) 932-5300
3. Electrical Contractor: Name: CAROZZIO ELECTRICAL SERVICES (PAUL)
Address: 401 FRIES ROAD TONAWANDA NY 14150
Phone: (716) 830-7146
4. Plumbing Contractor: Name: WNY PLUMBING CO INC (DAN)
Address: 437 ERIE STREET LANCASTER NY 14086
Phone Number: (716) 693-5155

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Part III: Project Plans

Three (3) sets of detailed design drawings detailing the work to be performed must be submitted with this application. Drawings must be prepared and stamped and certified by a New York State Registered Architect or Engineer and must include the following information:

1. Site/Plot Plan (On survey acceptable – include setbacks to property lines and existing structures)
2. Foundation Plan
3. Floor Plan
4. Structural/Framing Plan/Information
5. Elevations
6. Typical Section(s)
7. Door & Window Schedules

Part IV: General Information & Requirements

1. Work conducted pursuant to this building permit must be visually inspected at certain intervals by the Code Enforcement Official. All work must conform to the New York State Uniform Fire Prevention and Building Code, the Code of the Village of Williamsville and all other applicable codes, rules or regulations.
2. Changes to the scope of work which deviate from the plans which were approved for construction for the building permit must be immediately reported to the Village of Williamsville Building Department for approval **before** any changes are completed. Revised drawings may be required dependent upon the extent of the revisions.
3. Any demolition activities proposed carry with them the potential for exposure and handling of asbestos, lead or other environmentally hazardous material. Accordingly, you are advised to contact the New York State Department of Labor on these matters and provide all necessary remediation, protection and disposal measures required by law.
4. It is the owner's responsibility to contact the Village of Williamsville Building Department at 632-7747 (Monday through Friday from 8 am until 4 pm) at least 48 hours before the owner and /or contractor wishes to have an inspection conducted.

PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:

- | | |
|---|--|
| a. Foundation Stake Out (Before Excavation) | f. Fire resistant construction |
| b. Footing/Foundation Excavation (Before Pouring) | g. Fire resistant penetrations |
| c. Floor Framing, Drain Tile, Plumbing, Floor Insulation | h. Insulation (Before Drywall) |
| d. Rough Framing (Before Insulation) | i. Final Inspection – All work completed (Including Plumbing, Electrical, Mechanical Smoke & C/O Detectors, Exterior & Interior) |
| e. Building Systems (including Plumbing & HVAC and Electrical by the Town of Amherst) | |

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DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF THE PREVIOUS STEP HAS NOT BEEN INSPECTED. Work will be ordered removed at the owner's or contractor's expense to conduct the previous required inspection step.

5. All permitted electrical work to be performed will be inspected by the Town of Amherst Electrical Inspector at the owner's expense. Please apply for the permit at the Town of Amherst.
6. **OWNER HEREBY AGREES TO ALLOW THE VILLAGE OF WILLIAMSVILLE BUILDING DEPARTMENT TO INSPECT THE SUFFICIENCY OF THE WORK BEING DONE PURSUANT TO THIS PERMIT, PROVIDED HOWEVER, THAT SUCH INSPECTION(S) IS (ARE) LIMITED TO THE WORK BEING CONDUCTED PURSUANT TO THIS PERMIT AND ANY OTHER NON-WORK RELATED VIOLATIONS WHICH ARE READILY DISCERNIBLE FROM SUCH INSPECTION(S).**

7. New York State law requires contractors to maintain Worker's Compensation and Disability Insurance for their employees. No permit will be issued unless currently valid Worker's compensation and Disability Insurance certificates are attached to this application or are on file with the Bureau of Fire Prevention and Inspection Services. If the contractor believes he/she is exempt from the requirements to provide Worker's Compensation and/or Disability Benefits, the contractor must complete form C-105.21 attached hereto.
8. The structure or new work shall not be occupied until a certificate of compliance or a certificate of occupancy has been issued by the Village of Williamsville.
9. This permit does not include any privilege of encroachment in, over, under or upon any village, county or state street or right-of-way.
10. The Building Permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

ARCHITECTURAL ELEMENTS LLC

I, BARRY A MUSKAT, the above named applicant, hereby attest that I am the lawful owner of the property describe within or am the lawful agent of said owner and affirm under penalty of perjury that all statements made by me on this application are true.

(Owner Signature) [Signature] Date 04/17/2017

(Contractor Signature) [Signature] Date 04/17/2017
 ARCHITECTURAL ELEMENTS LLC
 TRINITY DEVELOPMENT LLC

DO NOT WRITE BELOW THIS LINE-OFFICIAL USE ONLY

Application Approved: [Signature] Date: 4/18/17 Permit No. _____

Permit issued by: _____ Date: _____

Permit Expiration Date: _____

Permit valid when approved and paid for.

Fee: \$ 500 Receipt Number _____

Application Denied: _____ Date: _____

Certificate of Occupancy or Compliance *must* be obtained before occupancy of the structure or new work.

Certificate of Occupancy Issued by: _____ Date _____

Certificate of Compliance Issued by: _____ Date _____

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72 S. Cayuga

4/25/17

Village of Williamsville

HISTORIC PRESERVATION COMMISSION

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Building Department Use: _____	Forwarded to HPC Members on _____
Dated received _____	
Form complete? _____	2 nd original to HPC file _____
All required attachments Included? _____	

Two signed originals of this application shall be accompanied by 8(eight) copies of all maps, plans, drawings, and photographs. Large items shall be folded with project name shown.

PROJECT NAME SCHOOL HOUSE RESTORATION

Location 72 SOUTH CAYUGA RD WILLIAMSVILLE 14221

SBL. Number 31.05 - J - 33

OWNER ARCHITECTURAL ELEMENTS LLC

Address 88 HARBRIDGE MANOR WILLIAMSVILLE 14221

APPLICANT BARRY A MUSKAT FOR ARCHITECTURAL ELEMENTS LLC

Address 88 HARBRIDGE MANOR WILLIAMSVILLE 14221

PERSON APPEARING FOR APPLICATION BARRY A MUSKAT Phone (716) 932 5300

Address 88 HARBRIDGE MANOR

WILLIAMSVILLE 14221

PROJECT PRESENT USE RESIDENCE, APARTMENT, HOME OCCUPATION

PROPOSAL OR CHANGE (Describe in detail all proposed alterations, modifications, or changes and show these on floor plans, sections, and/or elevations. Use additional sheets if necessary)

INTENT IS TO RESCUE ORIGINAL HISTORIC STRUCTURE #

UPDATE EXISTING NON-HISTORIC ADDITION -

NEW ROOF, DOOR, RESTORE & REPAIR MASONRY, FRONT PORCH -

WINDOWS COMBINATION REPLACE & RESTORE -

LIGHTING & LANDSCAPE,

(THIS IS A TWO-PAGE FORM)

NON-HISTORIC EXISTING ADDITION - CONSTRUCT NEW PROTECTED ENTRY,

NEW WINDOWS ACROSS REAR OF STRUCTURE, NEW KNOCK DECK,

1/2 REPLACEMENT SIDING

Certificate of Appropriateness Application

Is this Parcel: Designated landmark? YES, LOCAL A landmark site _____

Is it in an historic District? PENDING

Size of parcel in acreage FR 33.16 DP 326.00 .062 NCRP M1A0X

Present Zoning R-2

Does this project require either Zoning Board of Appeals or Planning Board approval?

NO

Does this project require variances to the requirements of the New York State Uniform Fire Prevention and Building Code? NO

What hardship, if any, might you incur if work is not allowed? FINANCIAL - BUILDING UNOCCUPIED PROJECT IS PENDING TO GO

Will work require the removal, demolition or relocation of any feature, landscape element, or structure on the site?

NO

If so, designate in detail on plans.

I certify that, to the best of my knowledge, the information supplied on this application is complete and accurate and that the project described will be completed as stipulated in this request.

Signature of Applicant [Signature] Date 04/17/2017
ARCHITECTURAL ELEMENTS LLC

Reviewed by _____
For the Historic Preservation Commission

Date _____

Disposition: _____ Granted _____ Denied

Date _____

APPENDIX B: WILLIAMSVILLE HISTORIC PRESERVATION RESOURCES

VILLAGE OF WILLIAMSVILLE
HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS CHECKLIST

PROJECT NAME: SCHOOL HOUSE RESTORATION
ADDRESS: 72 SOUTH CAYUGA ROAD WILLIAMSVILLE

This checklist is for use by the applicant and the Building Department as a guide to insure that all necessary information has been provided. Applicant should note that different information is required for major alteration projects and new construction than is needed for minor changes, such as lighting fixtures, fences, windows that do not involve size change.

The checklist should be completed by the applicant and submitted along with the application.

Applicant should be aware that he/she may be required to appear before other boards such as the Zoning Board of Appeals or the Planning Board.

	Applicant: Have You Included the Following?	Building Dept. Use Only
1. Site Plan indicating building locations, pavement, landscaping, sidewalks, topography, adjacent land use, and lighting (not all required).	N/A	
a. Name, address, telephone number	_____	_____
b. Northpoint, scale and date & dimensioned	_____	_____
c. Boundaries of property, plotted to scale	_____	_____
d. Parking and truck-loading areas detailed	_____	_____
e. Access and egress drives detailed	_____	_____
f. Location of outdoor storage dumpsters, or other above-ground utility or accessory structures	_____	_____
2. Building elevations, drawn to scale	YES	
a. Name and address of applicant	YES	_____
b. Orientation and date	YES	_____
c. Proposed changes, indicating height of buildings, proposed elevation, proposed materials, proposed colors	YES	_____
3. Submit catalogue illustrations of each proposed architectural element: doors, windows, shutters, lighting fixtures, awnings, fences. Also submit labeled samples of each proposed color, and new or replacement material such as siding, shingles, brick, paving stones (one sample per item). Samples should be at least 6" x 6".	YES	_____

Continued

APPENDIX B: WILLIAMSVILLE HISTORIC PRESERVATION RESOURCES

Certificate of Appropriateness Checklist

Page 2 of 2

4. Submit two sets of color photographs of all relevant elevations of present structures including all architectural details (doors, windows, moldings, clapboard reveal, etc.) and all materials presently used. YES
5. Signs (if applicable) – Submit eight (8) copies of sign rendering plus two renderings in true color of proposed sign. Show location of sign and distances to property lines and public rights-of-way. Use a scale of not less than 1" = 1' in length, or 1/4" = 1' for larger signs. Show all lettering, decoration or other devices in scale and in the style font that will appear on the sign. Show structural details of sign, including method of attachment to building or ground mounting. If the sign is mounted on the building, an elevation drawing of the building façade(s) must show the sign drawn in legible scale clearly indicating: location of all current signs on the building, location of proposed sign, location of all doors and windows, width and height of building. In the case of buildings with more than one occupant, the area of the building façade ascribed to the applicant must be shown. In all cases, a color photograph of legible size must be submitted, clearly showing the entire building or site and all signs thereon. If the sign is to be illuminated, show method and source of illumination. Indicate if the sign is one-sided or two-sided. N/A

Application for Certificate of Appropriateness must include the following information when applicable:

Landscaping – Include location, caliper, species of major plant material. Differentiate between existing and proposed landscaping. Submit catalogue cuts or photographs of unusual plant material.

Lighting – Include placement on building or in ground and/or height and diameter/thickness of pole. Include catalogue cuts of fixtures. Include lighting characteristics (amount of illumination, where light spills, foot candles).

Steps and Ramps – Location, materials to be used, placement on building façade. Include railing style, height, catalogue illustrations.

Awnings – Placement on building facades, materials used, catalogue cuts, drawing to scale, height from grade, color of materials.

Roofing, Siding, Trim – Clapboard reveal of present siding and proposed siding, present and proposed roofing and trim materials (submit sample), preparation of structure for roofing, siding and/or trim.

Restoration 72 South Cayuga Williamsville, New York 14221

Presented to: **Steve Bremer,**
Village of Williamsville Code Enforcement Officer

Wesley Peters
Williamsville Historic Preservation Commission Chair

The "Stone School House" circa 1840 is designated as a Village of Williamsville Local Landmark

EXTERIOR work to be done:

1) Roof

Remove all Layers of Shingles down to Sheathing
Install complete new roof *50 Year CertainTeed Architectural Landmark Shingles*
Install New Gutters and Downspouts
Work to be done according to attached detailed proposals

Vendor: Switala's Siding/Cedar, Inc
or Weaver Metal & Roofing, Inc

Matching Roof to be installed on existing non-historic addition and new gable roof mud room addition, as well as on existing side entry enclosure on south side of structure.

2) Facade and Exterior Walls

Remove ugly commercial push-bar entry door and metal frame and interior wood trim to expose the masonry.

Remove the brick infill surrounding the entry door.

(The brick infill was probably installed at the time the commercial door was installed.)

Point and repair stone wall.

New door frame will be set-in and stone restored around it so that is probably like original condition no longer flush with facade masonry.

Install new door and framing.

New Door will be appropriate to period and probably need to be custom-made.

Facade wall - Masonry Restoration

All Masonry will be cleaned - remove all loose paint and dirt using a pressure water system. Cut and repoint various areas of deteriorated stone mortar joints.

Mortar work as per proposal by Raymond E. Kelley Inc. and Morris Masonry.

Replace damaged and missing pieces of stone.

Restore stone around two front windows.

Remove inappropriate electric light from gable.

Side walls - Masonry Restoration

All Masonry to be cleaned as best as possible and power washed.

Depending on result (as there appears to have been inappropriate treatments over the years, we may have to Apply two coats of elastomeric coating to the north, east, and south stone and concrete block walls. Color to be selected to blend with limestone front facade.

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Rear Non-historic Addition and new mud-room enclosure.
Existing wood shingles to be painted in grey, or more likely too be replaced with Hardie brand Fiber Cement Siding in shade of grey to be determined.

3) Windows

Triple track storm/screen attachments will be removed.

Windows each on the facade, north, and south sides of structure will be replaced with new Marvin Windows. (See proposal from Big L Distributors).
Windows will be made to match exactly those installed on the lower level (which a previous board had approved and granted a Certificate of Appropriateness).

Non-historic addition:

One existing window each on north and south sides will remain and will be repaired to proper condition.

It is felt that current single window on rear non-historic wall does not bring enough light into building. Therefore a new bank of Casement windows will be installed across the back of the house (not visible from street) bring light and to take advantage of the view.

4) Front Porch Landing

Condition of porch is still being evaluated.

It will be restored according to both proposals.

Depending on condition, existing concrete cap and steps may be removed and replaced with similar fabric. (If done, an extra step will be inserted at top of landing to bring treads to proper height.

If new railing is used, it will be necessary to increase height of railing to meet current OSHA standards.

(See proposal from Old Dutchman for new custom iron railings.)

If it is determined that wooden guard railings wood be more aesthetically pleasing and historically appropriate, design of such railing will be submitted to the Commission prior to manufacture thereof if so desired by the Commission.

5) Rear Entry

Current entry to non-historic addition requires ascent and descent via an awkward set of stairs exposed to the weather. Since new owner has concerns as to the safety aspect of the current condition. a mud room will be constructed with door at grade level entry in place of the exposed stairs. The new mud room will incorporate an interior stairwell that will offer protected access to the first floor level. If the mud room proves to be out of budget, the proposed rear deck (see next item) will be widened and enhanced to incorporate a safe means of ingress and egress.

6) Rear Deck

In lieu of a deteriorating patio, a raised deck with decorative safety railing will be constructed along the rear of the existing non-historic addition. It will allow enjoyment of the view and be accessible from the mud room.

7) Vent for Direct-Vent Gas Fireplace

South wall of structure to be punctured with opening not to exceed 12 inch circumference to accommodate vent for direct-vent gas fireplace. This is to be located in the south wall between the second and third windows.

8) HVAC System

Installation of Air Handling "Split" system will involve four small punctures to accommodate venting and exterior mount of HVAC units. If that system is adopted, the existing air conditioning unit will be removed from the grounds. If a new system similar to the current one is used, both interior and exterior units will be replaced. Vendor will be Heatwave Heating and Cooling. Pro's and con's of both systems are currently being evaluated.

9) Exterior Lighting and Landscape

There is an existing concrete path which runs from sidewalk up the middle of the property (between the driveways to front steps).

There are two existing electric street light Lanterns on posts along the path.

These will be reconditioned to working order.

We will try to save lamp posts and change the heads to better-looking design-appropriate lanterns, but entire lampposts may need to be replaced.

There is one small inappropriate light mounted near top of front gable.

That light will be removed.

There are two large brackets (one either side of door) which are not original and appear to have electric wires in them. (Lantern heads are missing.) These will be removed when original stonework is repaired.

The front facade of the building will be illuminated with landscape lighting to eliminate surface-mount fixtures from the historic structure.

**Village of Williamsville
Historic Preservation Commission
Meeting Minutes
April 25, 2017, 7:00 p.m.**

- Present: Wes Stone, Chairman
Susan Palmer, Member
Chuck Akers, Member
Mary Lowther, Member
Kate Waterman-Kulpa, Member
Dr. Stephen Dyson, Member
Anthony Bannon, Member
- Also present: Deborah A. Habes, Deputy Clerk
Basil J. Piazza, Trustee Liaison, Trustee Co-Liaison
Evan Bussiere, Acting Village Attorney
- Absent: Al Yates, Trustee Co-Liaison
- Visitors: Deb Rogers, Trustee
Sheryl Davies
Thomas Frank

Mr. Stone opened the meeting at 7:05 p.m.

ON MOTION by Mr. Akers, seconded by Ms. Lowther, it was moved to approve the minutes of the March 28, 2017 meeting, as submitted.

Wes Stone, Chairman	Yes
Susan Palmer, Member	Yes
Chuck Akers, Member	Yes
Mary Lowther, Member	Yes
Dr. Stephen Dyson, Member	Yes
Anthony Bannon	Yes
Kate Waterman-Kulpa, Member	Abstained

Motion carried.

Certificate of Appropriateness Review
Exterior Renovations

72 S. Cayuga Rd.
Barry Muskat, Owner

Property owner Muskat was present. He presented a narrative for the restoration of his locally landmarked property at 72 S. Cayuga Rd. The building was built in 1840 as a schoolhouse. The narrative addressed the various issues that he wants to restore, such as a new roof, new windows, and other exterior repairs/improvements to the structure (see attached). Mr. Muskat stated there will be 2 rental units in the building. He does not plan to live there. Mr. Muskat invited the members of HPC to visit the property at any time.

Mr. Muskat stated he plans to apply for State and National historic designation, as he wishes to pursue historic tax credits for the renovation/restoration project. He stated he paid a significant amount for the property and is now finding out that the quotes for renovations are coming in much higher than expected.

Ms. Waterman-Kulpa stated that if he wants to pursue historic tax credits, then he will have to satisfy SHPO as well as our HPC. He will have to choose the “period of significance”, as that will be the criteria he would be required to satisfy.

Points of discussion:

Mr. Muskat stated he has done interior demo of some walls. Has discovered some very tall windows and an arched interior doorway. He wants to add a rear deck, mudroom and a bank of large windows at the rear to take advantage of the view and add natural light.

New Roof – Shingles will be charcoal or black. There are several layers of shingles on the roof. They will be removed. He wants a ridge vent for proper air circulation. Ms. Waterman-Kulpa wants to see a detail of the shingle.

Side Walls – There was a plaster/stucco like coating applied to portions of the exterior stone walls that he wants to remove by power washing and applying 2 coats of elastomeric coating to the stone walls. Ms. Waterman-Kulpa did not approve of this because the walls would not breath. Mr. Muskat will consult with SHPO about it. Walls will be repointed.

New front door – Crash bar commercial door will be removed and replaced with custom made wood door.

Gutters – Probably had a “Yankee gutter” at one time. New gutters will be installed. Needs to get advice from SHPO to do the gutters the right way. Ms. Waterman-Kulpa was not in favor of replacing wood trim with a flat board.

Windows – Wants to replace windows with new Marvin windows to match the windows in the lower level which were approved by a previous HPC. The members recommended that he consult with SHPO about any window replacements. Asked Village to search HPC records from 2001 for mention of a Certificate of Appropriateness being issued for the lower level windows.

Mr. Bannon asked Mr. Muskat to seriously consider the “period of significance” for this restoration as it will greatly impact him going forward with SHPO and this commission. In his experience at the Eastman House in Rochester, he said that he found all requirements for restoration were stringently applied by SHPO once he settled on a period of significance. Dr. Dyson stated that he knows buildings evolve over time. Mr. Muskat shared a photo of a classroom of children in the school building dated 1915. It is the only photo he has found showing the interior of the building. Ms. Waterman-Kulpa suggested he use a date that works for him.

There was discussion of the various uses of the building over the decades, starting in 1840 when it was built as a schoolhouse. Mr. Muskat has found evidence that it was used as a school house from 1840 to 1921. Subsequent uses included use as a senior citizens center, a Bachelor of Arms social club and Town of Amherst Youth Center.

Mr. Muskat will have to return to the HPC after he gets historic tax credits and advice from SHPO.

ON MOTION by Dr. Dyson, seconded by Ms. Waterman-Kulpa, it was moved to **TABLE** the Certificate of appropriateness application.

Unanimously carried.

Mr. Muskat asked if the HPC would consider passing a resolution to show their support of his efforts to attain State and National historic landmark designation. The Board agreed.

ON MOTION by Ms. Waterman-Kulpa, seconded by Mr. Bannon, it was moved to declare the support of the Village of Williamsville Historic Preservation Commission for Mr. Muskat's endeavor to seek and gain State and National historic landmark designation for his locally landmarked property at 72 South Cayuga Rd.

Unanimously carried.

Mr. Muskat thanked the members of the HPC and asked if Chairman Stone would consider writing a letter to SHPO in support of his pursuit of State and National designation for his property and include it with a copy of the resolution. Mr. Stone agreed.

Historic District Designation

Mr. Akers stated he sent out an email on this topic to all his neighbors on S. Cayuga and got 9 responses back. He said that people want to meet with the Village so they can understand what historic district designation means and how it would affect their properties and to see if they want it designated an historic district. He thinks we should offer the public meeting as soon as possible.

Ms. Waterman-Kulpa suggested HPC cannot ask permission of the residents to move forward with the designation. The grant expires in September 2017. We will lose the money if we don't act immediately to award the contract for the Intensive Level Survey.

Ms. Palmer agreed with Ms. Waterman-Kulpa. She believes we should do some general public education on the topic and about the significance of this neighborhood and believes we should be educating all Village residents on the historic significance of all village neighborhoods; their value and significance is important to the Village as a whole. There are lots of questions that the residents have about the whole process and any historic designation. Mr. Bannon agreed and suggested making a familiarization session for all Village residents on this topic.

Dr. Dyson suggested that the proposed Natale Project on California/S. Long St. and the new house on Oakgrove have something to do with the impetus for designating an historic residential district to hopefully protect the Village's housing stock. He suggested current zoning is no protection. Ms. Palmer stated the 1997 Recon Survey calls for Oakgrove to also be designated an historic residential district. Ms. Waterman-Kulpa stated that all of our village neighborhoods should be protected.

Dr. Dyson opined this is a critical moment in time; he believes commercial expansion is lurking.

The HPC members added more S. Cayuga properties to the list of the 39 S. Cayuga Rd. properties included in the proposal from Flynn Battaglia, dated 4/25/17, for the Intensive Level Survey for a proposed South Cayuga Road Historic District.

ON MOTION by Dr. Dyson, seconded by Ms. Palmer, it was moved to recommend to the Village Board they enter into a contract with Flynn Battaglia Architects as per their services and price quote as stated in their proposal to Village Administrator Juul dated 4/25/17 and that the following properties be added to the 39 properties to be included in the Intensive Level Survey for a proposed South Cayuga Road Historic District.

Add: 13 S. Cayuga Rd.
19 S. Cayuga Rd.
25 S. Cayuga Rd.
31 S. Cayuga Rd.
37 S. Cayuga Rd.
41 S. Cayuga Rd.
48 S. Cayuga Rd.
208 S. Cayuga Rd.

Unanimously carried.

The HPC members expressed their wish that the Village Board be made aware of the sense of urgency for the project so that Flynn Battaglia can be contacted as soon as possible so that this project can be completed before the grant deadline of September 2017.

Model Law Update

Mr. Bussiere stated that Village Attorney Grieco is close to finishing up on the Model Law. The demolition portion is causing some problems but he is working with SHPO on them.

Members' Resumes

Ms. Waterman-Kulpa, Dr. Dyson and Mr. Bannon will get their resumes to Administrator Juul by noon April 26. This is a requirement of the Annual CLG Report.

CLG Annual Report (October 1, 2015 – September 30, 2016)

There was discussion of the points highlighted by Administrator Juul on the draft CLG Report and the members agreed that they would welcome training from SHPO on hardships and creating historic districts. They also listed their accomplishments on the period of review. Ms. Juul will be completing the Annual CLG Report tomorrow.

Ms. Waterman-Kulpa agreed to do research on the Section House and 80 E. Spring St. Mr. Stone agreed to do research on the 5409 Main Street (Starbucks/Alex and Ani Building).

Glen Park Tavern Building and Simple Things Salon building – there are development pressures so historic designation of these are warranted as well.

“Brewery Hill” (Grove St./W. Spring St.)– Owner Rick Lohr from International Chimney – Basil Piazza will talk to him and see if he has any info to contribute about the history of the site.

After these go to the Village board, then HPC can tackle other properties on Main Street that members believe should be added.

HPC will make a resolution for this at the May 23rd HPC meeting.

Old Business

Mr. Akers asked about the status of the temporary sign permit expiration date for Blush Boutique.

New Business

Visitor Sheryl Davies, 47 Castle Creek Trail – Shared information with the HPC about Cambria Castle, (aka Dream Island) at 175 Oakgrove Dr. and that it is purported to be put on the market soon. There was discussion about the historic designation of the property and whether or not the entire property was designated or just the structures.

ON MOTION by Ms. Lowther, seconded by Dr. Dyson, it was moved to adjourn the meeting at 9:15 p.m.

Unanimously carried.

Deborah A. Habes,
Deputy Clerk

Next HPC meeting will be held on May 23, 2017 @7:00 p.m.

**Village of Williamsville
Historic Preservation Commission
Meeting Minutes
September 27, 2016
7:00 p.m.**

Present: Wes Stone, Chairman
Kate Waterman-Kulpa, Member
Susan Palmer, Member
Chuck Akers, Member
Dr. Stephen Dyson, Member
Anthony Bannon, Member
Mary Lowther, Member

Also present: Deborah A. Habes, Deputy Clerk
Evan Bussiere, Acting Village Attorney
Basil J. Piazza, Trustee Liaison

Guests: Barry Muskat, owner of 72 S. Cayuga (Hopkins Schoolhouse)
Howard Cadmus, owner of 80 E. Spring St. (Zent House)

Mr. Stone opened the meeting at 7:00 p.m.

ON MOTION by Ms. Lowther, seconded by Mr. Akers, it was moved to approve the minutes of the June 28, 2016 minutes, as submitted.

Unanimously carried.

**The Commission did not meet in July or August.*

Barry Muskat , owner of 72 S. Cayuga Rd.

Mr. Musket introduced himself and thanked the members for allowing him to address the Historic Preservation Commission this evening. He stated he has recently purchased the residence (Hopkins Schoolhouse) at 72 S. Cayuga Rd. and is prepared to be a respectful steward of this historic building which was locally landmarked by the Village in 1990.

Mr. Muskat gave information about his background and experience. He lives in Amherst and has been a member of the Buffalo Historic Preservation Board, is a senior docent at the Darwin Martin House; a graduate of UB with a degree in architectural history; enjoys designing and building.

He stated that as a new owner of the property, he was interested in sharing his ideas for the residential structure with the members so as to get their input before he begins the

actual process of architectural design and structural plans for needed permits and HPC Certificate of Approval.

The Historic Preservation Commission made it clear to Mr. Muskat that any changes to the exterior of the residential structure would first have to be reviewed and approved by the HPC and receive a Certificate of Appropriateness.

Architectural elevations of the building with all proposed exterior alterations must be presented to the HPC for review and approval before a Certificate of Appropriateness can be issued.

Mr. Muskat shared the following items with the members (*HPC comments in italics*):

1. Existing rear attached apartment - Would like to continue using it as such. *Mr. Stone suggested he discuss this with the Building Inspector for code compliance reasons. Mr. Muskat replied that he has already spoken to the Code Enforcement Officer Steve Bremmer who said it was an existing condition and would be grandfathered as such. Ms. Waterman-Kulpa stated that if any new openings such as windows or doors were intended, HPC would have to review and approve the plans first.*

2. Windows – They are real divided lights and need re-glazing. *Ms. Waterman-Kulpa recommended he contact Doug Swift, professional glazer specializing in historic window restoration. Any new openings in the structure must first be approved by HPC*

3. Roof replacement - The current roof is asphalt. It also needs E-vents installed since there is moisture between the walls.

4. Replacement of missing crown molding and gable – *No foam replacements.*

5. Front Door – Currently has an industrial metal crash-bar style entry door. Would like to replace it with a residential style door. *If removed and replaced, should be of the era.*

6. Front portico addition – Would like to add a portico to the front entrance for protection from the weather. Mr. Muskat shared some early photographs of the structure which showed a portico that was removed some years ago. *Look at other houses of that era on the street for inspiration. Some doubted the portico was original to the structure.*

7. Side door (south side) – Would like to add some more glass so as to increase the natural light to the lower level on south and east side. Perhaps a skylight.

8. Covered screened porch at rear of house. *Shouldn't be a problem as long as not visible from the street. Show us your elevations.*

9. Trees and exterior landscaping – Trees are scraping up against the garage. *HPC has no jurisdiction over the landscape. Mary Lowther suggested checking the C of A for the garage for any restrictions on tree removals that might have been imposed at that time.*

10. Railing replacement – *Careful that they meet code.*

11. Lighting – *Would like to alter some of the existing exterior lighting fixtures. Need appropriate light fixtures on exterior of residence. No jurisdiction on the rest of the property.*

12. Restoration of the stonework of the residence – *Needs some re-pointing. Ms. Waterman-Kulpa suggested he check the Secretary of the Interior website for their guidelines on how to re-point historic buildings.*

13. Two-bay, detached garage at rear of residence – *His wife would like to connect the house to the garage. HPC suggested that it not be visible from the street. Ms. Waterman Kulpa suggested she personally would rather see a connector to the garage rather than a front entrance portico added.*

Mr. Muskat expressed his appreciation for the members allowing him to come in this evening to informally discuss his intentions for the building. HPC thanked Mr. Muskat and welcomed him to the Village.

Howard Cadmus, owner of 80 E. Spring St. (Zent House)

Mr. Cadmus thanked the members for agreeing to allow him to discuss his immediate plans for urgently needed repairs to the structure at 80 E. Spring St. Although this structure is not a landmarked structure, it is a part of the historically designated “Mill Parcel” that he purchased recently from the Village. Mr. Cadmus stated he is cognizant that he is not required to submit repair plans to the HPC because it is not a landmarked structure, but is doing so as a courtesy. He welcomes their input. He will secure all necessary building permits for proposed work.

Mr. Cadmus stated the roof is in dire need of replacement due to many years of neglect. It is leaking badly and adding to the continued deterioration of the interior as well as the structural integrity of the entire building.

He referred to a letter dated 9/22/16 from Marie Sarchiapone of the State Historic Preservation Office (SHPO) to Noelle Kardos of the Grants Administration, Niagara Region, referring to his proposal to replace the roof with new asphalt shingle roofing and to re-caulk and re-glaze the existing windows. He indicated the urgency of the jobs as he wishes to secure the building before winter arrives. He shared photos of the structure indicating the poor state of repair it is in. Ms. Waterman Kulpa suggested he contact Buffalo Preservation Niagara for historically appropriate repair referrals.

Mr. Cadmus stated he would like to paint the building gray with white trim. He brought several paint chips and indicated several shades he was interested in. Benjamin Moore’s Shutter Gray and Iron Mountain were his top choices. Mr. Stone suggested he hold the