



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

## MEMORANDUM

*JCT/ald*

TO: Olivia Owens, Clerk, Erie County Legislature  
FROM: Jeremy C. Toth, Erie County Attorney  
DATE: November 5, 2025  
RE: Transmittal of New Claims Against Erie County

Ms. Owens:

In accordance with the Resolution passed by the Erie County Legislature on June 25, 1987 (Int. 13-14), please find attached six (6) new claims brought against the County of Erie. The claims are as follows:

### Claim Name

1. Daniel Gagliardo, et al. v. County of Erie, et al.
2. Dominic Melendez v. Deputies Miller and Dion.
3. Michael Kubiszyn v. Sheriff Garcia, et al.
4. David & Susan Mikulski v. County of Erie, et al.
5. Diane & James Rose v. County of Erie, et al.
6. Patricia Reinhardt v. County of Erie, et al.

JCT:dld  
Attachments





# COUNTY OF ERIE

JEREMY C. TOTH  
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DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 9, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Gagliardo, Daniel, et al. v. County of Erie, et al.</i>
Document Received:	Verified Petition
Name of Claimant:	Daniel Gagliardo, John Trabert and Mary Dormer
Claimant's attorney:	Joseph G. Makowski, Esq. 448 Delaware Avenue Buffalo, New York 14202

Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

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DANIEL GAGLIARDO,  
JOHN TRABERT,  
MARY DORMER,

*Petitioners,*

Index No. \_\_\_\_\_

-against-

**PETITION**

BRIAN J. KULPA, as Supervisor of the Town of Amherst and Member of the Amherst Town Board  
SHAWN A. LAVIN, as Deputy Supervisor of the Town of Amherst and Member of the Amherst Town Board  
JACQUALINE G. BERGER, as Member of the Amherst Town Board,  
ANGELA MARINUCCI, as Member of the Amherst Town Board,  
MICHAEL SZUKALA, as Member of the Amherst Town Board,  
TOWN OF AMHERST,  
COUNTY OF ERIE,

*Respondents.*

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Petitioners, DANIEL GAGLIARDO, JOHN TRABERT, MARY DORMER,  
by their attorney, Joseph G. Makowski, Esq., for their Verified Petition, alleges as follows:

**PARTIES**

1. Petitioner, DANIEL GAGLIARDO, is a resident of the Town of Amherst and owns real property in the Town on which he pays property taxes, school taxes and related fees. He resides at 25 Steinway Court, Williamsville, New York, 14221.

2. Petitioner, JOHN TRABERT is a resident of the Town of Amherst and owns real property in the Town on which he pays property taxes, school taxes and related fees. He resides at 234 Mount Vernon Rd., Amherst, New York, 14226.

3. Petitioner, MARY DORMER is a resident of the Town of Amherst and owns real property in the Town on which she pays property taxes, school taxes and related fees. She resides at 7 Bywater Drive, Getzville, New York, 14068.

4. Petitioners bring this Petition pursuant to CPLR Article 78, CPLR Section 3001, and the New York Open Meetings Law, Section 105.

5. BRIAN J. KULPA is the elected Supervisor of the Town of Amherst and a Member of the Amherst Town Board.

6. SHAWN A. LAVIN is Deputy Supervisor of the Town of Amherst and an elected Member of the Amherst Town Board. At all times relevant hereto, SHAWN A. LAVIN was and remains an employee of the County of Erie.

7. JACQUALINE G. BERGER is an elected Member of the Amherst Town Board.

8. ANGELA MARINUCCI is an elected Member of the Amherst Town Board. At all times relevant hereto, ANGELA MARINUCCI was an employee of the County of Erie. On or about January, 2025, ANGELA MARINUCCI became an employee of the Buffalo and Erie County Public Library and was and is an employee of the County of Erie.

9. MICHAEL SZUKALA is an elected Member of the Amherst Town Board. At all times relevant hereto, Michael Szukala was and remains an employee of the County of Erie.

10. The TOWN OF AMHERST is a municipal corporation operating under the laws of the State of New York with offices located at 5583 Main Street, Williamsville, New York, 14221.

11. The COUNTY OF ERIE is a municipal corporation operating under the laws of the State of New York with offices at 95 Franklin St., Buffalo, New York, 14203.

### **JURISDICTION AND VENUE**

12. This proceeding pursuant to Article 78 of the Civil Practice Law and Rules, CPLR Section 3001 and the New York Open Meetings Law is the proper mechanism for seeking judicial review of (1) whether the Town of Amherst's determination that the County of Erie would conduct the 2025 SEQRA environment review as lead agency in connection with the proposed sale and transfer by the Town of Amherst to the County of Erie of the former Westwood County Club real property, which resulted in a July 11, 2025 negative declaration by the County of Erie, was unlawful and violated CPLR Sections 7803(1) and (3), and CPLR Section 3001; (2) whether the August 18, 2025 Board meetings of the Amherst Town Board were conducted in violation of its Rules of Order because the August 14, 2025 agenda posting on the Town website failed to timely attach the meeting materials which consisted of the

proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and the County of Erie concerning the sale and transfer of the former Westwood Country Club real property; (3) whether the August 15, 2025 1:00 p.m. website posting by the Town of Amherst of the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie was late and violated the Town of Amherst Rules of Order; (4) whether the August 18, 2025 meeting of the Amherst Town Board was conducted in violation of its Rules of Order in that the meeting agenda and supporting materials which were posted on its website on August 14, 2025 and August 15, 2025, were insufficient and posted late; (5) whether the decision of Respondent members of the Amherst Town Board on August 18, 2025 at its informal Work Session to utilize the Section 6 Consent Agenda of its Rules of Order to unanimously pass resolutions approving the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie concerning the sale and transfer of the former Westwood Country Club real property and authorizing and directing respondent Kulpa to execute the agreements, violated the Amherst Town Board Rules of Order; (6) whether the two resolutions of the Amherst Town Board unanimously passed by it on August 18, 2025 at its regular meeting concerning the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and Erie County and authorizing and directing respondent Kulpa to execute the agreements, should be annulled; (7) whether the August

18, 2025 Amherst Town Board informal Work Session and regular meetings violated the Open Meetings Law, and, therefore the undersigned is entitled to the recovery of legal fees and expenses incurred in making the instant petition for relief; (8) whether the September 2, 2025 7:00 p.m. public hearing was the commencement date for the thirty (30) day permissive referendum period under Town Law Section 64(2); (9) whether the August 18, 2025 Board meetings and the September 25, 2025 4:00 p.m. Board special meeting of the Amherst Town Board involved land use of the former Westwood Country Club real property and violated the provisions of the Town of Amherst Rules of Order Section 7U.5 which required the special meeting be scheduled for 7:00 p.m.; (10) whether a temporary restraining order, pending a hearing on a preliminary injunction and permanent injunction should be issued prohibiting the Town of Amherst together with its Supervisor Brian Kulpa or its agents, servants, employees or elected officials from executing the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie concerning the sale and transfer of the former Westwood Country Club real property for \$1.00, or in the event said agreements have been executed, from closing the sale and transfer of the former Westwood property to Erie County and further prohibiting Erie County from executing the aforementioned agreements, performing any work on the former Westwood County Club real property or closing the purchase and transfer of the former

Westwood real property, pending further Order of the Court; (11) whether the Court should grant other and further relief.

13. Venue lies in Erie County as all relevant transactions occurred within the County of Erie.

14. Venue therefore is proper in this Court pursuant to CPLR. §§ 7804(a) and 506(b).

**STATEMENT OF FACTS APPLICABLE TO ALL CAUSES OF ACTION**

15. Each petitioner lives proximate to the former Westwood Country Club site located at 772 North Forest Road and 385 and 391 Maple Rd., Williamsville, New York.

16. Each petitioner has suffered harm in fact and direct injury by the actions of the Members of the Amherst Town Board and Town of Amherst on August 14, 2025, August 15, 2025, September 2, 2025 and September 25, 2025 as set forth herein, as a result of the actions of respondents as alleged in this petition.

17. Each petitioner has suffered harm in fact and direct injury including but not limited to the impairment of their meaningful participation in the Amherst Town Board meetings of August 18, 2025, September 2, 2025 and September 25, 2025, and economic harm as residents and taxpayers of the Town of Amherst since they have been and will continue to be required to pay a portion of the \$7,850,000 bonded indebtedness attributable to the April 2023 purchase of the former Westwood County Club from Mensch Capital Partners in their

real Town of Amherst property taxes during the period of the bonded indebtedness.

18. In 2019, the Town of Amherst (“Town”) engaged in the alienation of approximately 93 acres of real property located within the Town’s Audubon Golf Course which was approved by the New York State upon the condition that the Town dedicate an amount equal to or greater than the fair market value of the parklands towards the acquisition of new parkland and/or capital improvements to existing parks or recreational areas within the Town.

19. On or about November 2022, the Town contracted with Mensch Capital Partners to purchase the former Westwood County Club site, including all land thereon at a price of \$7,850,000 with the intent of replacing the previously alienated Audubon parkland with land of the former Westwood Country Club.

20. On or about January 18, 2023, the Town entered into an Intermunicipal Agreement with the County of Erie (“Erie County”) concerning the former Westwood property including all real estate contained thereon. The January, 2023 Intermunicipal Agreement was later amended on April 29, 2024.

21. On or about April 2023, the Town, after issuing bonds, completed the purchase of the former Westwood Country Club real property site (“Westwood property”) from Mensch Capital Partners for \$7,850,000. In connection with this transaction the Town withdrew a previous plan to compel Mensch Capital Partners to clean up any toxins and develop the park. Instead, the Town bought the former Westwood property from Mensch Capital Partners “as is” requiring

that it lead the cleanup, park development and the construction of recreational and cultural amenities.

22. Subsequent to entering into the January 18, 2023 Intermunicipal Agreement with Erie County, the Town entered into discussions with Erie County for the purchase and transfer of the former Westwood property to Erie County for \$1.00.

23. The sale of the Westwood property by the Town to Erie County required a SEQRA environmental determination by the Town.

24. On or about June 9, 2025, the Town determined that it would not act as lead agency for the SEQRA environmental review of the former Westwood property in connection with the sale to Erie County. Instead, the Town determined that Erie County would act as the lead agency and allowed the SEQRA environmental review of the former Westwood property to be performed by Erie County. In undertaking this action, the Town remained an involved agency for SEQRA purposes.

25. In undertaking the SEQRA environmental review of the former Westwood property, Erie County as lead agency had a serious conflict of interest because it had negotiated the purchase of the former Westwood property that the Town purchased from Mensch Capital Partners in April 2023 for \$7,850,000 for only \$1.00 and three (3) of the five members of the Amherst Town Board, respondents Lavin, Marinucci and Szukala are Erie County Employees

26. On July 11, 2025, Erie County issued a negative declaration in connection with its SEQRA environmental review of the former Westwood property.

27. In scheduling the August 18, 2025 regular meeting of the Amherst Town Board, the Board was required to follow its published Town Board Rules of Order for regular and special meetings. A copy of the Amherst Town Board Rules of Order is attached hereto as Exhibit "A".

28. Pursuant to Section 5B of the Amherst Town Board Rules of Order, a meeting agenda for the Monday, August 18, 2025 regular meeting was required to be filed and posted by the Town Clerk in the Town of Amherst offices on or before Wednesday, August 13, 2025, at 12:00 p.m.

29. Pursuant to Section 5D of the Amherst Town Board Town Rules of Order, the Town Clerk was required to post the Monday, August 18, 2023 Amherst Town Board regular meeting agenda together with any resolution, contracts and agreements on the Town of Amherst website for public review by no later than, Thursday, August 14, 2025 at 4:00 p.m.

30. Section 6 of the Amherst Town Board Rules of Order establish a Consent Agenda which in relevant part states: "A 'Consent Agenda' is hereby created to allow the *routine, non-controversial* business items including Councilmembers' reports or Department Head reports, communications, public improvement permits etc., to be contained in one section of the agenda....."  
(Emphasis added)

31. The Amherst Town Board meeting agenda for the August 18, 2025 regular meeting of the Town Board posted on the Town website contained resolutions concerning the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie (“Erie County”), but failed to attach the Intermunicipal Agreement and Purchase and Sale Agreement between the Town and Erie County and said agreements were not posted by the Amherst Town Board on its website until Friday, August 15, 2025, at 1:00 p.m. See Exhibit “B”.

32. On the afternoon of Monday, August 18, 2025, at approximately 4:00 p.m., the Amherst Town Board pursuant to Section 3 of their Rules of Order conducted an informal Work Session prior to the scheduled 7:00 p.m. regular meeting. During the informal Work Session, the Town Board went into Executive Session and the five (5) elected Board members present including respondents Shawn A. Lavin, Michael Szukala and Angela Marinucci who were all Erie County employees, unanimously approved two resolutions concerning the proposed Intermunicipal Agreement and Purchase and Sale Agreement concerning the sale and transfer of the former Westwood property to Erie County and authorized and directed respondent Kulpa to execute the agreements subject to the thirty (30) day permissive referendum period, which resolutions were then unanimously placed by the Board Members on the Section 6 Consent Agenda for the 7:00 p.m. regular meeting for approval. The effect of the placement of the resolutions for approval on the Section 6 Consent

Agenda for the Monday, August 18, 7:00 p.m. regular meeting was to mask the informal Work Session approval of the two contractual agreements so that at the 7:00 p.m. Monday August 18, 2025 meeting, the Board could unanimously approve the two resolutions by reference without further comment, discussion or review.

33. On Monday, August 18, 2025, at 7:00 p.m., the Town Board commenced its regular meeting and the five (5) Board members present including respondents Shawn A. Lavin, Angela Marinucci and Michael Szukala, who were all Erie County employees, unanimously approved the two resolutions concerning the proposed Intermunicipal Agreement and the Purchase and Sale Agreement concerning the Town's sale of the former Westwood property to Erie County for \$1.00, and authorized and directed Respondent Kulpa to execute the agreements, subject to the thirty (30) day permissive referendum period. See Exhibit "C".

34. On the morning of Monday, August 18, 2025, the Buffalo News, a newspaper of general circulation in the greater Western New York area, ran a major front page article on the sale of the former Westwood real property the substance of which stated that the proposed sale was controversial and controverted in part, among other reasons, because the Town in April 2023 paid \$7,850,000 to purchase the property from Mensch Capital Partners for which it bonded off the indebtedness, but agreed to sell the property to Erie

County for \$1.00. A copy of the August 18, 2025 Buffalo News front page article is attached hereto as Exhibit “D”.

35. The August 18, 2025 Buffalo News Article stated in part:

“Gagliardo though said crucial information related to the two Westwood resolutions was missing from the initial copy of Monday’s Town Board agenda posted Thursday on the Town Website. He stated the town added more documents after he and others complained. Lavin blamed a “clerical error” and said the lapse was addressed quickly in plenty of time before Monday’s meeting.”

36. Notwithstanding respondent Lavin's comments, the meeting notice, agenda, resolutions and the proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie posted on the Town website on Thursday, August 14, 2025 and Friday, August 15, 2025, were insufficient and late under the Amherst Town Board Rules of Order.

37. Independent of the Buffalo News August 18, 2025 front page story which described the proposed terms of the sale of the Westwood property as controversial, was the fact that the Board scheduled a Public Expression section to the August 18, 2025 regular meeting which attracted comments by the petitioners concerning the missing materials and the late service thereof and inadequate amount of time given to review the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie.

38. On the evening of Monday, August 18, 2025, the Amherst Town Board, notwithstanding the controversial nature of the proposed sale of the former Westwood property in violation of Section 6A of its own Rules of Order, utilized the Section 6 Consent Agenda and unanimously adopted the two resolutions to approve the Intermunicipal Agreement and Purchase and Sale Agreement and authorizing and directing respondent Kulpa to execute the agreements, subject to the thirty (30) day permissive referendum period.

39. In the utilization of the Section 6 Consent Agenda to approve the resolutions, the Amherst Town Board did so without public comment or discussion of the provisions of the agreements. Due to the Amherst Town Board procedural maneuver in the utilization of the Section 6 Consent Agenda, petitioners and other attendees at the August 18, 2025 Town Board regular meeting were unaware that the two (2) proposed resolutions concerning the former Westwood property had been approved by the Town Board that evening.

40. Amherst Town Attorney Steven Bengart, Esq., was present at the August 18, 2025 regular meeting to provide legal advice to the Members of the Amherst Town Board.

41. On the evening of Monday, August 18, 2025, the Amherst Town Board, scheduled a public hearing on the proposed Westwood property transaction to be conducted on Tuesday, September 2, 2025 at 7:00 p.m.

42. On September 2, 2025, at 7:00 p.m. the Amherst Town Board conducted a public hearing on the proposed Westwood property transaction in which the Town of Amherst and Erie County representatives made presentations on the proposed Westwood property transaction. The public hearing was attended by petitioners and Town of Amherst residents, many of whom spoke in opposition to the Westwood transaction. At the end of the public hearing, no vote was taken by the three (3) Board members present respondents Kulpa, Lavin and Marinucci nor was a new meeting date set for the scheduling of a Board vote concerning approval of a proposed September 2, 2025 resolution authorizing Supervisor Kulpa to execute the Intermunicipal Agreement and Purchase and Sale agreement after the expiration of the thirty (30) day permissive referendum period. See Exhibit “E”.

43. Amherst Town Attorney Steven Bengart was present for the September 2, 2025 public hearing to provide legal advice to the Members of the Amherst Town Board.

44. On September 4, 2025, the Town of Amherst published a Legal Notice in the Amherst Bee weekly newspaper which recited:

ERIE COUNTY LEGAL NOTICE  
NOTICE OF ADOPTION OF RESOLUTION  
SUBJECT TO PERMISSIVE REFERENDUM

PLEASE TAKE NOTICE that the Town Board of the Town of Amherst. at its regular meeting held on September 2, 2025, adopted the following resolution subject to Permissive Referendum, in accordance with Article 7 of the Town Law of the State of New York.

RESOLVED, that the Town enter into a Purchase and Sale Agreement with the County of Erie for the purchase of land consisting of approximately 170.5 acres in total, and generally described as the former Westwood Country Club Property located at 772 North Forest Road and 385 and 391 Maple Road, the conveyance of which shall occur in two Phases: Phase A (162.2 acres) and Phase B (8.12 acres), subject to a permissive referendum.

Francina J. Spoth, Town Clerk

Town of Amherst

Erie County , New York.

45. On or about September 4, 2025 the Town of Amherst Clerk retracted the aforementioned Legal Notice:

PLEASE TAKE NOTICE that on September 4, 2025, a legal notice was published referring to the adoption of a resolution subject to permissive referendum regarding a Purchase and Sale Agreement between the Town of Amherst and County of Erie for the former Westwood Country Club Property. The Notice was published in error and will be republished when the Town Board votes affirmatively. Francina J. Spoth, Town Clerk Town of Amherst Erie County, New York.

46. As previously alleged, the September 2, 2025 public hearing was attended by Supervisor Kulpa, Deputy Supervisor Lavin and Board Member Angela Marinucci. As previously alleged, following the meeting, no vote was taken by the Board members and the meeting was adjourned pending the expiration of the thirty (30) day permissive referendum period.

47. At the adjournment of the September 2, 2025 public hearing, no future meeting was scheduled by the Amherst Town Board for any further required action by it concerning the former Westwood property

48. On September 24, 2025, the Town of Amherst posted on its website the Notice of a Special Meeting of the Amherst Town Board to be held on Thursday, September 25, 2025 at 4:00 p.m. to address the proposed Westwood property transaction. The Amherst Town Board took this action even though it had regular 7:00 p.m. meetings scheduled for the first and third Mondays of each month.

49. On September 25, 2025, at 4:00 p.m., the Amherst Town Board convened with all five (5) members present, including respondents Lavin, Marinucci and Szukala, however, immediately prior to the formal start of the special meeting, respondents Shawn A. Lavin and Michael Szukala stated on the record that, upon advice of counsel, each would recuse themselves from the Board special meeting. Both respondents recused themselves from the September 25, 2025 Board special meeting, notwithstanding that on August 18,

2025, both voted in the informal Work Session and the regular meeting to approve the two resolutions concerning the Intermunicipal Agreement and Purchase and Sale Agreement with Erie County and authorizing and directing respondent Kulpa to execute the agreements, subject to the thirty (30) day permissive referendum period. See Exhibit “F”.

50. At the September 25, 2025 4:00 p.m. special meeting, Amherst Town Attorney Steven Bengart, Esq., was present to provide legal advice to the members of the Amherst Town Board. Upon information and belief, Mr. Bengart provided the recusal advice to respondents Lavin and Szukala.

51. Upon information and belief, respondents Shawn A. Lavin and Michael Szukala, recused themselves from the September 25, 2025 Board special meeting because, as Erie County employees, they had a conflict of interest between their position as elected Amherst Town Board members and as Erie County employees.

52. On September 25, 2025, Board member Angela Marinucci participated in the Board special meeting notwithstanding the fact that she was an employee of Erie County. In January, 2025, respondent Angela Marinucci became employed by the Buffalo and Erie County Public Library, and she remained an Erie County employee. Petitioners maintain that respondent Marinucci should have recused herself from the August 18, 2025 informal Work Session and regular meeting, the September 2, 2025 public hearing and

the September 25, 2025 Board special meeting in order to avoid any conflict of interest or appearance of impropriety. Petitioners attended the September 25, 2025 Board special meeting in which there was no public expression or public hearing so they were unable to address the Amherst Town Board.

53. Section 7U5, of the Amherst Town Board Rules of Order states: “Public hearings and decisions regarding land use and traffic safety matters will be scheduled during evening (7:00 PM) meetings.”

54. Petitioners maintain the August 18, 2025 Board meetings and the September 25, 2025 Board special meeting which was scheduled for 4:00 p.m. involved a decision regarding land use of the former Westwood property owned by the Town of Amherst. Under the Town of Amherst Board Rule 7U5, both Board meetings were required to be held at 7:00 p.m.

55. Upon information and belief, Respondent Town of Amherst will rely upon the August 18, 2025 resolutions as the commencement date concerning the scheduling of a public hearing which required a thirty (30) day period for the filing of a permissive referendum. As previously set forth herein, the aforementioned August 18, 2025 resolutions were unlawfully secured utilizing the Section 6 Consent Agenda. Petitioners maintain the thirty (30) day period for the permissive referendum properly commenced at the September 2, 2025 Amherst Town Board public hearing and any action by the Board concerning

the sale and transfer of the Westwood property on or before October 2, 2025, was premature and a nullity. See, Exhibit “E”.

56. On September 26, 2025, respondents held a “ground-breaking” ceremony concerning the former Westwood property in which there were comments to the media from the Erie County Executive Mark Poloncarz.

57. Upon information and belief, notwithstanding the actions of respondents, the former Westwood real property transaction has not closed as of the date of the filing of this Petition, and the former Westwood property has not been formally sold or transferred by the Town of Amherst to Erie County by recording of a deed.

58. No prior application for the relief requested has been made.

59. Petitioners have exhausted all administrative remedies.

### **FIRST CAUSE OF ACTION**

#### **(SEQRA)**

60. In 2025, the Town of Amherst was responsible for performing the SEQRA environmental review as lead agency as the owner of the former Westwood property prior to agreeing to sell and transfer it to Erie County for \$1.00.

61. On or about June 9, 2025, the Town of Amherst determined that Erie County would act as lead agency on the redevelopment of the former Westwood property and would conduct the SEQRA review. In taking this

action, the Town of Amherst became an involved agency during the SEQRA process.

62. In undertaking the SEQRA site environmental review, Erie County had a conflict of interest because it was acquiring for \$1.00 the former Westwood property that in April 2023, the Town of Amherst had purchased from Mensch Capital Partners for \$7,850,000 and three of the five members of the Amherst Town Board, respondents Lavin, Marinucci and Szukala were Erie County employees.

63. On or about July 11, 2025, Erie County issued a negative declaration concerning the former Westwood property.

64. The actions of the Town of Amherst in failing to serve as the lead agency in the SEQRA process and having the SEQRA determination conducted by Erie County notwithstanding Erie County's conflict of interest in the purchase of the former Westwood property for \$1.00, constituted an impermissible and unlawful act because under the circumstances the Town was required to conduct the SEQRA environmental review as lead agency.

65. As a result of the foregoing, the actions of the Town of Amherst failing to act as lead agency and in designating the performance of the SEQRA to Erie County was a determination made in violation of lawful procedure, was affected by an error of law, and an abuse of discretion requiring that it be annulled and, requiring a new SEQRA be conducted by the Town of Amherst as lead agency.

**SECOND CAUSE OF ACTION  
(OPEN MEETINGS LAW VIOLATION)**

66. The August 14, 2025 Town of Amherst website posting of the 2025 the regular Town Board meeting notice and agenda failed to contain copies of the the proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie for public review and comment.

67. The Friday, August 15, 2025 1:00 p.m. website posting of the proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie relating to the proposed Westwood property transaction was late by one day.

68. On August 14, 2025, the failure of the Town of Amherst in its website post of the August 18, 2025 Town Board agenda to attach the proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie, constituted insufficient notice under the Section 5 of the Amherst Town Board Rules of Order and a violation of Section 5 of its Rules of Order.

69. Under Section 6A of the Town Board of Rules of Order, the Board's utilization of the Consent Agenda at an informal Work Session on the afternoon of Monday, August 18, 2025 to approve the resolutions concerning the proposed Intermunicipal Agreement and Purchase and Sale Agreement

with Erie County concerning the Westwood real property transaction was not a routine, noncontroversial business item.

70. The use of the Section 6 Consent Agenda by the Amherst Town Board at its August 18, 2025 afternoon informal Work Session was purposely designed by respondent members of the Amherst Town Board to circumvent the need to engage in open discussion on the merits concerning the proposed Westwood transaction between the Town and Erie County at its August 18, 2025 7:00 p.m. regular Board meeting.

71. The utilization of the Section 6 Consent Agenda by the Town Board at its Monday August 18, 2025 afternoon informal Work Session violated Section 6 of its Rules of Order and constituted a determination made in violation of lawful procedure, was affected by an error of law, was arbitrary and capricious and an abuse of discretion and violated the Open Meetings Law.

72. For the foregoing reasons, the unanimous resolutions adopted by the five (5) member Amherst Town Board at the Monday, August 18, 2025 afternoon informal Work Session which were placed on the Section 6 Consent Agenda for Monday, August 18, 2025 7:00 p.m. regular meeting and again adopted, at the 7:00 p.m. regular meeting should be annulled.

73. During the Town Board regular 7:00 p.m. meeting on August 18, 2025, the Board determined it would hold a public hearing on Tuesday, September 2, 2025 at 7:00 p.m.

74. The scheduling of a public hearing by the Amherst Town Board on August 18, 2025 to be conducted on September 2, 2025, was pretextual in that on the evening of August 18, 2025, respondent Board Members utilizing the Section 6 Consent Agenda approved the two resolutions concerning the proposed Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and Erie County for the former Westwood property subject to a thirty (30) day permissive referendum period.

75. As a result of the foregoing, petitioners request a declaratory judgment that respondents Amherst Town Board Members and the Town of Amherst in their actions of August 14, 2025, August 15, 2025 August 18, 2025 and September 2, 2025, violated the Open Meetings Law, entitling petitioners to nullification of the foregoing actions and to an award of statutory attorney's fees and costs.

**THIRD CAUSE OF ACTION**

**DECLARATORY RELIEF**

76. Notwithstanding respondents Town of Amherst's action on August 18, 2025, the commencement of the statutory period for the thirty (30) day permissible referendum under Town Law Article 7 began on September 2, 2025 and any actions of respondent Amherst Town Board Members and the Town of Amherst on or prior to October 2, 2025 concerning the Westwood proposal were premature and should be declared a nullity.

77. The actions of respondent Town of Amherst on September 25, 2025 involved land use of the former Westwood property owned by the Town of Amherst and pursuant to Amherst Town Board Rule 7U5, mandated that the special meeting be conducted at 7:00 p.m., instead of 4:00 p.m.

78. As a result of the foregoing, petitioners request a declaratory judgment that any of the actions taken by the Amherst Town Board of September 25, 2025, at the 4:00 p.m. special meeting be annulled.

**FOURTH CAUSE OF ACTION  
PERMANENT INJUNCTION**

79. On August 18, 2025, the Town Board of Amherst at its informal Work Session and regular meeting, unanimously approved resolutions concerning the sale and transfer of the former Westwood property to Erie County for \$1.00 in violation of Section 6 of the Amherst Town Board Rules of Conduct in its determination to use the Section 6 Consent Agenda.

80. Petitioners lack an adequate remedy at law in which to compel the Town of Amherst to stay the execution of the Intermunicipal Agreement and Purchase and Sale Agreement between the Town of Amherst and County of Erie, approved at the August 18, 2025 regular meeting of the Amherst Town Board, which agreements would allow the Town of Amherst to sell the former Westwood property for which it paid \$8,750,000 to Erie County for \$1.00.

81. Once the respondent Town of Amherst executes the Intermunicipal Agreement and Purchase and Sale Agreement concerning the former Westwood property, and closes the sale of the the former Westwood property transaction by transferring the real property to Erie County, petitioners will suffer immediate and irreparable injury because the Town Board approval of the Intermunicipal Agreement and Purchase and Sale Agreement on August 18, 2025 was attained in violation of Section 6 of the Town Board Rules of Order and was attained with the votes of respondents Lavin, Marinucci and Szukala each having a conflict of interest as elected Amherst Town Board members and employees of Erie County. Without the votes of respondents Lavin, Marinucci and Szukala, the resolution would not have had sufficient Town Board members to pass.

82. Once Respondents execute the proposed Intermunicipal Agreement and Purchase and Sale Agreement concerning the sale and transfer of the former Westwood property by the Town of Amherst to Erie County, and transfer the former Westwood property to Erie County, it would render any judgment entered by this Court thereof ineffectual.

83. Petitioners lack an adequate remedy at law to prevent Respondent Town of Amherst from the execution of the proposed Intermunicipal Agreement and Purchase Agreement concerning the sale and transfer of the former Westwood real property and sale to Erie County for \$1.00 and the closing and purchase and transfer thereof to Erie County.

84. Petitioners lack an adequate remedy at law to prevent Erie County from executing the proposed Intermunicipal Agreement and Purchase and Sale Agreement including the closing of the purchase and transfer of the Westwood property to Erie County.

85. The balancing of equities favors Petitioners over Respondents in that Respondents Town Board Members and Town of Amherst (1) unlawfully designated the SEQRA environmental review to be conducted by Erie County as lead agency when it had a conflict of interest; (2) the August 14, 2025 website posting of the Agenda for the Monday, August 18, 2025 regular meeting of the Town Board failed to include the proposed Intermunicipal Agreement and Purchase and Sale Agreement with Erie County; (3) the August 15, 2025, 1:00 p.m. website posting of the Intermunicipal Agreement and Purchase and Sale Agreement was untimely; (4) the August 18, 2025 utilization of the Section 6 Consent Agenda in violation of its Rules of Order to approve the two resolutions concerning the Intermunicipal Agreement and Purchase Agreement, and authorizing and directing respondent Kulpa to execute the agreements, in light of the conflict of interest of respondents Lavin, Marinucci and Szukala as elected Amherst Town Board Members and Erie County employees was impermissible; (5) the action taken at the September 25, 2025 special meeting of the Amherst Town Board constituted an issue of land use requiring the meeting be set for 7:00 p.m., not 4:00 p.m.; and (5) as of September 25, 2025, the thirty (30) day time period enacted by the Town

Board on September 2, 2025 for the permissible referendum has not expired and the action taken by the Town Board on September 25, 2025 was premature.

86. For the foregoing reasons, Petitioners are entitled to a permanent injunction enjoining the respondents Town of Amherst and Erie County Respondents from their execution or implementation of the proposed Intermunicipal Agreement and the Purchase and Sale Agreement, including the real estate closing and transfer of the former Westwood real property by the Town of Amherst to Erie County, pending further order of the Court.

**REQUEST FOR RELIEF**

WHEREFORE, the undersigned petitioners respectfully request that this Court enter a judgment:

1. Determining that the Town of Amherst's designation that the 2025 SEQRA environment review should be conducted by Erie County as lead agency in connection with the proposed sale and transfer by the Town of Amherst of the former Westwood County Club real property to Erie County for \$1.00 which resulted in the July 11, 2025 negative declaration by Erie County violated CPLR Section 7803(1)(3) and CPLR 3001.

2. Determining that the Amherst Town Board and Town of Amherst violated its Rules of Order in that its August 14, 2025 posting of the meeting agenda for the Amherst Town Board August 18, 2025 meeting failed to attach the Intermunicipal Agreement and Purchase and Sale Agreement with Erie County.

3. Determining that the August 15, 2025 1:00 p.m. posting by the Town of Amherst on its website of the Intermunicipal Agreement and Purchase and Sale Agreement with Erie County was late and violated the Town of Amherst Rules of Order.

4. Determining that the decision of Respondent members of the Amherst Town Board to utilize Section 6 of the Consent Agenda on the afternoon of August 18, 2025 in an informal Work Session to unanimously pass resolutions approving the Intermunicipal Agreement and Purchase and Sale Agreement concerning the transfer of the former Westwood property to Erie County for \$1.00 and authorizing and directing respondent Kulpa to execute the agreements violated the Amherst Town Board Rules of Order.

5. Determining that the two resolutions of the Amherst Town Board approved unanimously by it at the August 18, 2025 informal Work Session and regular meeting concerning the sale of the former Westwood property to Erie County for \$1.00 should be annulled.

6. Determining that the August 18, 2025 Amherst Town Board meeting violated the Open Meetings Law Section and, therefore that the petitioners are entitled to legal fees and expenses incurred in making the instant petition for relief;

7. Determining that the September 25, 2025 Board special meeting resolution involved land use of the former Westwood property, requiring a 7:00 p.m. meeting under the Amherst Town Board Rules of Order Section 7U5.

8. The issuance of a permanent injunction enjoining and restraining the Town of Amherst from the execution and implementation of the Intermunicipal Agreement and Purchase and Sale Agreement with Erie County concerning the sale and transfer of the former Westwood Country Club real property site for \$1.00, or, if the agreements have been executed, the real estate closing and transfer of the former Westwood property pending further Order of the Court; and further enjoining and restraining Erie County from the execution of the agreements or implementation of any work on the former Westwood Country Club property, and from closing the real estate purchase and transfer of the former Westwood property pending further Order of the Court.

9. Granting such other and further relief as this Court finds just and proper.

Dated: September 30, 2025  
Buffalo, New York

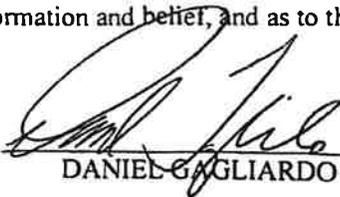
Respectfully submitted,

/s/ Joseph G. Makowski  
JOSEPH G. MAKOWSKI, ESQ.  
Attorney for Petitioners  
448 Delaware Ave.  
Buffalo, NY 14202  
(716) 881-1890  
[jmakowski@aol.com](mailto:jmakowski@aol.com)

VERIFICATION

DANIEL GAGLIARDO, affirms this 30th day of September, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

I have read the foregoing Petition, and I know the contents thereof; the information contained in the Petition is true to my knowledge, except that as to matters stated to be alleged on information and belief, and as to those matters, I believe them to be true.



DANIEL GAGLIARDO



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 10, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

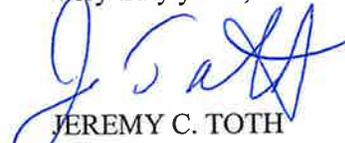
Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Melendez, Dominic v. Deputy Miller and Deputy Dion</i>
Document Received:	Summons and Complaint
Name of Claimant:	Dominic Melendez 157462 Erie County Correctional Facility 11581 Walden Avenue Alden, New York 14004
Claimant's attorney:	Claimant is proceeding <i>pro se</i> .

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



Revised 03/06 WDNY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

23-CV-1105

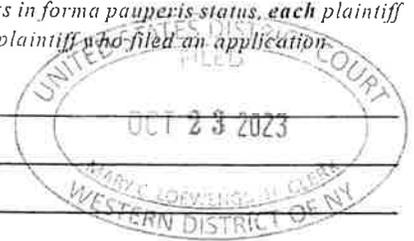
FORM TO BE USED IN FILING A CIVIL COMPLAINT IN FEDERAL COURT  
(Non-Prisoner Context)

All material filed in this Court is now available via the INTERNET. See Pro Se Privacy Notice for further information.

1. CAPTION OF ACTION

A. Full Name of Plaintiff: NOTE: If more than one plaintiff files this action and seeks in forma pauperis status, each plaintiff must submit an in forma pauperis application or the only plaintiff to be considered will be the plaintiff who filed an application.

Dominic Melendez # 157462



-vs-

B. Full Name(s) of Defendant(s) NOTE: Pursuant to Fed.R.Civ.P. 10(a), the names of all parties must appear in the caption. The court may not consider a claim against anyone not identified in this section as a defendant. Add a separate sheet, if necessary.

- 1. J.P. Miller
- 2. N. Dion
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

2. STATEMENT OF JURISDICTION, VENUE and NATURE OF SUIT

All of these sections MUST be answered

Identify the basis for federal Court jurisdiction over your claim, such as that the United States government is a party to the action, all the parties reside in different states and therefore you claim diversity jurisdiction, or the claim presents a federal question or arises under federal law.

A. Basis of Jurisdiction in Federal Court: ERIE County Sheriff Deputy Division  
40 DELAWARE AVE, Buffalo, N.Y. 14202

State why the Western District of New York is the proper venue for this action, such as that your claim arises in or the defendant resides in the 17 westernmost counties of New York State.

B. Reason for Venue in the Western District: ERIE County Sheriff Division Department  
Division WERE the Crime Happen Against myself

Identify the nature of this action, such as that it is a civil rights claim, a personal injury or personal property (tort) claim, a property rights claim, or whatever it is.

C. Nature of Suit: Discrimination, violation of my first Amendments Rights Speaking Spanish  
Assulting me, suing individual and official capacity, Punitive Damages  
Compensatory damages \$1,000,000.00. Deputies fired from there Jobs And  
Arrested.

**3. PARTIES TO THIS ACTION**

**PLAINTIFF'S INFORMATION NOTE:** *To list additional plaintiffs, use this format on another sheet of paper.*

Name of First Plaintiff: Dominic Melendez # 157462  
Present Address: 11581 Walden Ave, Alden NY 14004

Name of Second Plaintiff: \_\_\_\_\_  
Present Address: \_\_\_\_\_

**DEFENDANT'S INFORMATION NOTE:** *To list additional defendants, use this format on another sheet of paper.*

Name of First Defendant: D. Miller  
Official Position of Defendant (if relevant): Erie County Sheriff Deputy  
Address of Defendant: Erie County Holding Center, 40 Delaware Ave  
Buffalo, N.Y. 14202

Name of Second Defendant: N. Dion  
Official Position of Defendant (if relevant): Erie County Sheriff Deputy  
Address of Defendant: Erie County Holding Center, 40 Delaware Ave  
Buffalo, N.Y. 14202

Name of Third Defendant: \_\_\_\_\_  
Official Position of Defendant (if relevant): \_\_\_\_\_  
Address of Defendant: \_\_\_\_\_

**4. PREVIOUS LAWSUITS IN STATE AND FEDERAL COURT**

A. Have you begun any other lawsuits in state or federal court dealing with the same facts involved in this action?  
Yes  No

If Yes, complete the next section. NOTE: *If you have brought more than one lawsuit dealing with the same facts as this action, use this format to describe the other action(s) on another sheet of paper.*

1. Name(s) of the parties to this other lawsuit:  
Plaintiff(s): \_\_\_\_\_

Defendant(s): \_\_\_\_\_

2. Court (if federal court, name the district; if state court, name the county): \_\_\_\_\_

3. Docket or Index Number: \_\_\_\_\_

4. Name of Judge to whom case was assigned: \_\_\_\_\_

5. The approximate date the action was filed: \_\_\_\_\_

6. What was the disposition of the case?

Is it still pending? Yes  No

If not, give the approximate date it was resolved. \_\_\_\_\_

Disposition (check those statements which apply):

Dismissed (check the statement which indicates why it was dismissed):

By court *sua sponte* as frivolous, malicious or for failing to state a claim upon which relief can be granted;

By court for failure to prosecute, pay filing fee or otherwise respond to a court order;

By court due to your voluntary withdrawal of claim;

Judgment upon motion or after trial entered for

plaintiff

defendant.

**5. STATEMENT OF CLAIM**

**Please note** that it is not enough to just list the ground(s) for your action. You **must** include a statement of the facts which you believe support each of your claims. In other words, just tell the story of what happened and do not use legal jargon.

**Fed.R.Civ.P. 8(a)** states that a pleading must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." "The function of pleadings under the Federal Rules is to give fair notice of the claim asserted. Fair notice is that which will enable the adverse party to answer and prepare for trial, allow the application of res judicata, and identify the nature of the case so it may be assigned the proper form of trial." Simmons v. Abruzzo, 49 F.3d 83, 86 (2d Cir. 1995).

**Fed.R.Civ.P. 10(b)** states that "[a]ll averments of claim ... shall be made in numbered paragraphs, the contents of each of which shall be limited as far as practicable to a single set of circumstances."

**A. FIRST CLAIM:** On (date of the incident) ON 7/8/23, I WAS OUT IN FRONT OF BRAVO FORM  
defendant (give the name and (if relevant) the position held of each defendant involved in this incident) Waiting  
for the elevator, I WAS SPEAKING SPANISH TO ANOTHER INMATE, AND  
DEPUTY OFFICER, SP. MILLER, STATED I COULDN'T SPEAK SPANISH, I STATED TO

did the following to me (briefly state what each defendant named above did): Deputy officer J Miller, I WAS coming from my med program on Bravo Floor, By the elevator waiting talking in Spanish to someone on the other side of the door. Deputy officer J Miller, you can't speak Spanish get off of the floor, After you kept speaking Spanish, Officer J Miller, push me into the wall and floor.

The federal basis for this claim is:

State briefly exactly what you want the Court to do for you. Make no legal arguments and cite no cases or statutes:

Compensate me \$1,000,000.00, Don't grant the Deputy's NO Immunity Investigate the whole thing I didn't get proper medical attention, NEED EX RAYS Right Shoulder I WAS Denied. Fire the Deputies from the Jobs And Arrested

**B. SECOND CLAIM:** On (date of the incident) 7/10/23 I WAS Talking to Another inmate, defendant (give the name and (if relevant) position held of each defendant involved in this incident) Then I WAS pushed Deputy N. Dixon, into the elevator and Deputy N. Dixon punch me in the mouth

did the following to me (briefly state what each defendant named above did): Deputy N. Dixon, Push me in the elevator, Punch me in the mouth, Busted my lip and Started Beating me up AND other officers Jump on me Beating me, mess up my Right Shoulder

The federal basis for this claim is: Assaulted me, Discriminated towards me speaking Spanish,

State briefly exactly what you want the Court to do for you. Make no legal arguments and cite no cases or statutes:

Deputy N. Dixon Fired And Arrested I Like the Video CAMERA

If you have additional claims, use the above format to set them out on additional sheets of paper.

**6. SUMMARY OF RELIEF SOUGHT**

Summarize the relief requested by you in each statement of claim above.

Punitive Damages Compensatory damages \$1,000,000.00 for discrimination  
violation of my first amendments rights speaking Spanish, assisting me swing  
Individual And official Capacity, Hepatitis Filled from the Job's And  
Arrested

Do you want a jury trial? Yes  No

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed on 9/30/23  
(date)

**NOTE: Each plaintiff must sign this complaint and must also sign all subsequent papers filed with the Court.**

[Signature]

Signature(s) of Plaintiff(s)

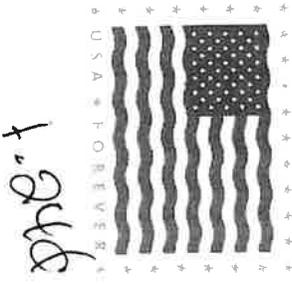
10/11/23

JOHN FLOWERS  
COMMISSIONER OF DEEDS  
In and For the City of Buffalo, Erie County, NY  
My Commission Expires Dec. 31, 2024

[Signature]

NAME: *Veranda Gomez*  
ERIE COUNTY CORRECTIONAL FACILITY  
11581 WALDEN AVENUE  
ALDEN, NEW YORK 14004

USDC - WDNY  
OCT 19 2023  
BUFFALO



# LEGAL MAIL

*Clerk, U.S. District Court*

# ONLY

*UNITED STATES COURTHOUSE  
BUFFALO, NY 14262-3350*

Correction  
US POSTAGE IMPRINTNEY BOWES



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BUFFALO NY 140  
OCT 20 2023 PM 1





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 10, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

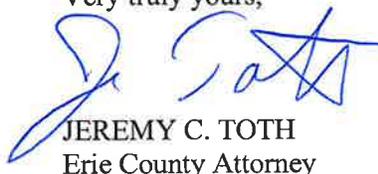
Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Kubiszyn, Michael v. Sheriff John C. Garcia and Deputy Vaccaro, et al.</i>
Document Received:	Summons and Complaint
Name of Claimant:	Michael P. Kubiszyn 2200 Two Rod Road East Aurora, New York 14052
Claimant's attorney:	Melissa D. Wischerath, Esq. Lipsitz Green Scime Cambria LLP 42 Delaware Avenue, Suite 120 Buffalo, New York 14202-3924

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ERIE

MICHAEL P KUBISZYN  
2200 Two Rod Road  
East Aurora, New York 14052,

Plaintiff,

vs.

**SUMMONS**

SHERIFF JOHN C. GARCIA, in his Official and  
Individual Capacity as Sheriff of Erie County,  
10 Delaware Avenue  
Buffalo, New York 14202

Index No.

Plaintiff designates Erie  
County as place of trial

DEPUTY SALVATORE VACCARO  
10 Delaware Avenue  
Buffalo, New York 14202

The basis of venue is plaintiff's  
residence in East Aurora, New York

DEPUTY SARAH MURPHY  
10 Delaware Avenue  
Buffalo, New York 14202

DEPUTY MOLLY GORSKI  
10 Delaware Avenue  
Buffalo, New York 14202

SERGEANT CHRISTOPHER SOLURI  
10 Delaware Avenue  
Buffalo, New York 14202

Defendants.

**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.



DATED: Buffalo, New York  
September 20, 2025

**LIPSITZ GREEN SCIME CAMBRIA LLP**

By: /s/ Melissa D. Wischerath  
MELISSA D. WISCHERATH, ESQ.  
Attorneys for Plaintiff  
42 Delaware Avenue, Suite 120  
Buffalo, New York 14202-3924  
(716) 849-1333





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 20, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

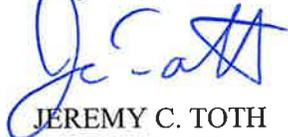
Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Mikulski, David and Susan v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	David and Susan Mikulski 246 McNair Road Williamsville, New York 14221
Claimant's attorney:	John F. Maxwell, Esq. Maxwell Murphy, LLC 1230 Delaware Avenue Buffalo, New York 14209

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

In the Matter of the Claim of  
DAVID MIKULSKI, and  
SUSAN MIKULSKI,

*Claimants,*

vs.

ROSWELL PARK CANCER INSTITUTE  
CORPORATION,  
ROSWELL PARK ALLIANCE FOUNDATION,  
COUNTY OF ERIE, and  
TOWN OF CLARENCE,

*Respondents.*

**NOTICE OF CLAIM**

This paper received at the  
Erie County Attorney's Office  
from John Maxwell on  
the 20<sup>th</sup> day of September, 2025  
at 2:57 a.m. (p.m.)

Joseph A. Dunne  
Assistant County Attorney

**TO:** ROSWELL PARK CANCER  
INSTITUTE CORPORATION  
Institute Operations Officer  
Roswell Park Cancer Institute Corporation  
Elm and Carlton Streets  
Buffalo, New York 14263  
Attn: Legal Department  
[Michael.Sexton@RoswellPark.org](mailto:Michael.Sexton@RoswellPark.org)

ROSWELL PARK ALLIANCE FOUNDATION  
Elm & Carlton Streets  
Buffalo, NY 14263

TOWN OF CLARENCE  
Town Clerk's Office  
1 Town Place  
Clarence, New York 14031  
[khawes@clarence.ny.us](mailto:khawes@clarence.ny.us)

COUNTY OF ERIE  
Department of Law, Erie County Attorney  
95 Franklin Street, Room 1634  
Buffalo, New York 14202  
[ERIECLAIMS@ERIE.GOV](mailto:ERIECLAIMS@ERIE.GOV)  
[Jeremy.Toth@erie.gov](mailto:Jeremy.Toth@erie.gov)

**PLEASE TAKE NOTICE**, that in accordance with the requirements of New York General Municipal Law §50-e the Claimants, DAVID MIKULSKI and SUSAN MIKULSKI, claim and demand the following against the Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE:



1. The names and post office address of the Claimants are:

DAVID MIKULSKI and SUSAN MIKULSKI  
246 McNair Road  
Williamsville, New York 14221

The name and post office address of the Claimants' attorney is:

JOHN F. MAXWELL, ESQ.  
MAXWELL MURPHY, LLC  
1230 Delaware Avenue  
Buffalo, New York 14209

2. This claim is for personal injuries and economic loss sustained through the negligence, statutory violations and regulatory violations of the Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE, their employees, agents and contractors.

3. The date, time and place where this claim arose are as follows: at approximately 10:00 a.m. on June 28, 2025 on Wolcott Road approximately 1056 feet west of Northfield Road in the Town of Clarence, County of Erie and State of New York.

4. Claimant DAVID MIKULSKI was operating a bicycle westbound on Wolcott Road during the Ride For Roswell event when he was caused to strike a mail truck that was parked on Wolcott Road during the event in the bike path that was one of the designated routes for the event, causing serious personal injuries to the Claimant DAVID MIKULSKI including a fractured spine and damage to his spinal cord resulting in quadriplegia. A copy of the police accident report is attached hereto as **Exhibit A**.

5. The collision took place at the above-mentioned location which the Respondents, Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE, had a duty to make safe during the event.



6. Through the negligence, statutory violations and regulatory violations of the Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE, in designing, constructing and maintaining the unsafe roadway and shoulder where the collision occurred as well as in designating the unsafe roadway as a route for the event referenced above without warning the participants in that event as to the unsafe condition of that road, the motor vehicle collision occurred causing serious personal injuries to Claimant DAVID MIKULSKI.

7. Claimant DAVID MIKULSKI was caused to suffer serious and permanent personal injuries, including but not limited to quadriplegia, pain and suffering, economic loss, medical expenses and loss of household services resulting from those injuries as a direct and proximate result of the aforesaid negligence, statutory violations and regulatory violations of the Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE.

8. Prior to the collision of June 28, 2025, the Claimant SUSAN MIKULSKI was and she remains the wife of Claimant DAVID MIKULSKI and they duly cohabit as husband and wife. By reason of the foregoing, Claimant SUSAN MIKULSKI has been deprived of the aid, companionship, society, comfort and services of her husband, DAVID MIKULSKI.



**WHEREFORE**, the Claimants, DAVID MIKULSKI and SUSAN MIKULSKI, hereby claim and demands from Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE, compensation for the damages sustained by reason of the negligence, statutory violations and regulatory violations of the Respondents, ROSWELL PARK CANCER INSTITUTE CORPORATION, ROSWELL PARK ALLIANCE FOUNDATION, COUNTY OF ERIE and TOWN OF CLARENCE, their agents, servants and employees.

DATED: September 26, 2025  
Buffalo, New York



---

JOHN F. MAXWELL, ESQ.  
MAXWELL MURPHY, LLC  
*On Behalf of Claimants*  
1230 Delaware Avenue  
Buffalo, New York 14209  
(716) 885-1300



# Exhibit A

New York State Department of Motor Vehicles  
**POLICE ACCIDENT REPORT**  
MV-104A (7/18)

**Coversheet**

Local Codes  
**NY2500571349**  
**ERIE25006876**

**AMENDED REPORT**

19  
**9**

1 2	Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Month	Day	Year	Saturday	10:02	1	1	0	Accident Reconstructed <input type="checkbox"/>		

2 5	BICYCLIST				VEHICLE 2			
	Bicyclist License ID Number				Vehicle 2 - Driver License ID Number			
Bicyclist Name - exactly as printed on license				Driver Name - exactly as printed on license				
Address (Include number and street)				Address (Include number and street)				
City or Town				City or Town				
State				State				
Zip Code				Zip Code				

3 1	Date of Birth			Sex	Unlicensed	No. of Occupants	Public Property Damaged <input type="checkbox"/>	Date of Birth			Sex	Unlicensed	No. of Occupants	Public Property Damaged <input type="checkbox"/>
	Month	Day	Year	M	<input type="checkbox"/>	1	<input type="checkbox"/>	Month	Day	Year	M	<input type="checkbox"/>	1	<input type="checkbox"/>

4 1	Name-exactly as printed on registration				Name-exactly as printed on registration			
	Address (Include number and street)				Address (Include number and street)			
City or Town				City or Town				
State				State				
Zip Code				Zip Code				

5 1	Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code	Plate Number	State of Reg.	Vehicle Year & Make	Vehicle Type	Ins. Code
			BICY			1257656	Other	1991 GRMA	UTIL	997

6 1	Ticket/Arrest Number(s)	Violation Section(s)	Ticket/Arrest Number(s)	Violation Section(s)

7 2	Check if involved vehicle is:		Check if involved vehicle is:		Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.																										
	<input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit <input type="checkbox"/> operated with an overdimension permit;		<input type="checkbox"/> more than 95 inches wide; <input type="checkbox"/> more than 34 feet long; <input type="checkbox"/> operated with an overweight permit <input type="checkbox"/> operated with an overdimension permit;		<table border="1"> <tr> <td>Rear End</td> <td>Left Turn</td> <td>Right Angle</td> <td>Right Turn</td> <td>Head On</td> </tr> <tr> <td>1. ← ←</td> <td>3. ↙ ↘</td> <td>↓</td> <td>5. ↘ ↙</td> <td>7. → ←</td> </tr> <tr> <td>Sideswipe (same direction)</td> <td>Left Turn</td> <td>Right Turn</td> <td>Sideswipe (opposite direction)</td> <td></td> </tr> <tr> <td>2. ← →</td> <td>0. ↙ ↘</td> <td>4. ↘ ↙</td> <td>8. → ←</td> <td></td> </tr> </table>								Rear End	Left Turn	Right Angle	Right Turn	Head On	1. ← ←	3. ↙ ↘	↓	5. ↘ ↙	7. → ←	Sideswipe (same direction)	Left Turn	Right Turn	Sideswipe (opposite direction)		2. ← →	0. ↙ ↘	4. ↘ ↙	8. → ←
Rear End	Left Turn	Right Angle	Right Turn	Head On																											
1. ← ←	3. ↙ ↘	↓	5. ↘ ↙	7. → ←																											
Sideswipe (same direction)	Left Turn	Right Turn	Sideswipe (opposite direction)																												
2. ← →	0. ↙ ↘	4. ↘ ↙	8. → ←																												

8 3	VEHICLE 1 DAMAGE CODES		VEHICLE 2 DAMAGE CODES		ACCIDENT DIAGRAM	
	Box 1 - Point of Impact	Box 2 - Most Damage	Box 1 - Point of Impact	Box 2 - Most Damage	See the last page of the MV-104A for the accident diagram	
Enter up to three more damage codes		Enter up to three more damage codes		Cost of repairs to any one vehicle will be more than \$1000.		
Vehicle Towed: By To		Vehicle Towed: By To		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

VEHICLE DAMAGE CODING		Place Where Accident Occurred:	
1-13. SEE DIAGRAM ON RIGHT		County <u>ERIE</u> <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of <u>CLARENCE</u>	
14. UNDERCARRIAGE 17. DEMOLISHED		Road on which accident occurred <u>WOLCOTT RD</u>	
15. TRAILER 18. NO DAMAGE		at 1) intersecting street _____	
16. OVERTURNED 19. OTHER		or 2) <u>1056 0</u> <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W of <u>NORTHFIELD RD</u>	
Reference Marker		Coordinates (if available)	
Latitude/Northing:		Longitude/Easting:	
4773795		201136	

Accident Description/Officer's Notes  
 Bicyclist traveling west on Wolcott Rd failed to observed stopped V1, US Mail Truck 1257656, on the right shoulder. Mail truck was as far to the right as possible to avoid a road hazard. Per witness 1, bicyclist had his head down and failed to observe the V2  
 Witness 1: DIVISSICH, JOSEPH - 40 AUTUMN LEA RD DEPEW NY 14043 - C: (716) 445-8836 /

ALL INVOLVED	8	9	10	11	12	13	14	15	16	17	BY	TO	18	Names of all involved	Date of Death Only
	A	B	1	C	3	69	M	1	2	6	15658EV	1405			MIKULSKI, DAVID M
B	2	1	4	1	59	M	-	-	-					LINA, MARK J	
C															
D															
E															
F															

Officer's Rank and Signature	Trooper ZAWAWA, BRIAN Electronically signed 06/28/2025 11:53 See 9 NYCRR 540.4	Badge/ID No.	NCIC No.	Precinct/Post Troop/Zone	Station/Beat/Sector	Reviewing Officer
		4487	11402	A2	11	Sergeant #2782 ROSE, DERRICK Date/Time Reviewed 07/02/2025 05:57

New York State Department of Motor Vehicles  
**POLICE ACCIDENT REPORT**  
 MV-104A (7/18)

14  
074

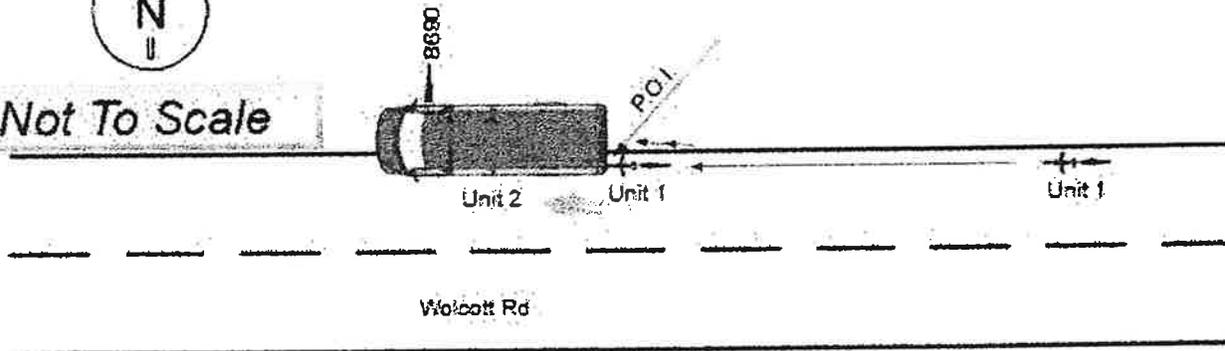
Local Codes  
**NY2500571349**  
**ERIE25006876**

AMENDED REPORT

Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene <input type="checkbox"/>	Left Scene <input type="checkbox"/>	Police Photos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Month	Day	Year						Accident Reconstructed <input type="checkbox"/>		
06	28	2025	Saturday	10:02	1	1	0			



Not To Scale



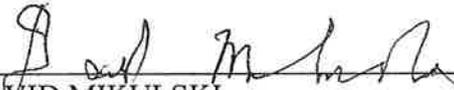
T/Clarence

Officer's Rank and Signature Trooper ZAWA, BRIAN Electronically signed 06/28/2025 11:53	Badge/ID No. 4487	NCIC No. 11402	Precinct/Post Troop/Zone A2	Station/Beat/Sector 11	Reviewing Officer Sergeant #2782 ROSE, DERRICK
					Date/Time Reviewed 07/02/2025 05:57

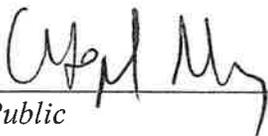
**VERIFICATIONS**

DAVID MIKULSKI, being duly sworn, deposes and says:

I am a Claimant above named; I have read the foregoing Notice of Claim and know its contents; the same is true to my own knowledge, except as to those matters therein stated to be alleged on information and belief, and, as to those matters, I believe it to be true.

  
\_\_\_\_\_  
DAVID MIKULSKI

Subscribed and sworn to before me  
this 26 day of September 2025.

  
\_\_\_\_\_  
Notary Public

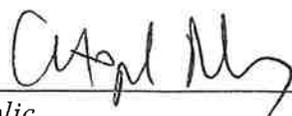
CHRISTOPHER M. MURPHY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires June 27, 2026

SUSAN MIKULSKI, being duly sworn, deposes and says:

I am a Claimant above named; I have read the foregoing Notice of Claim and know its contents; the same is true to my own knowledge, except as to those matters therein stated to be alleged on information and belief, and, as to those matters, I believe it to be true.

  
\_\_\_\_\_  
SUSAN MIKULSKI

Subscribed and sworn to before me  
this 26 day of September 2025.

  
\_\_\_\_\_  
Notary Public

CHRISTOPHER M. MURPHY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires June 27, 2026





# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 20, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Rose, Diane and James v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Diane and James Rose 93 Evelyn Avenue West Seneca, New York 14224
Claimant's attorney:	Dale J. Bauman, Esq. Lipsitz Green Scime Cambria LLP 42 Delaware Avenue Suite 120 Buffalo, New York 14202

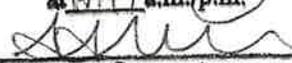
Should you have any questions, please call.

Very truly yours,

JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



This paper received at the  
Erie County Attorney's Office  
from John MacCarroll  
the 21st day of Aug, 2025  
at 12:17 a.m./p.m.  
  
Assistant County Attorney  
Starr

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In the Matter of the Claim of

DIANE ROSE and  
JAMES ROSE, Her Spouse

*Claimants*

**NOTICE OF CLAIM**

- against -

TOWN OF WEST SENECA,  
ERIE COUNTY and  
ERIE COUNTY WATER AUTHORITY

*Respondents*

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TO: TOWN OF WEST SENECA  
c/o Town of West Seneca Clerk  
1250 Union Road  
West Seneca, New York 14224

ERIE COUNTY  
c/o Erie County Attorney  
95 Franklin Street, Rm 1634  
Buffalo, New York 14202

ERIE COUNTY WATER AUTHORITY  
295 Main Street  
Room 350  
Buffalo, NY 14203-2494

**PLEASE TAKE NOTICE**, that DIANE ROSE and JAMES ROSE, have and hereby make claim against TOWN OF WEST SENECA, ERIE COUNTY and ERIE COUNTY WATER AUTHORITY, and in support of said claim state the following:

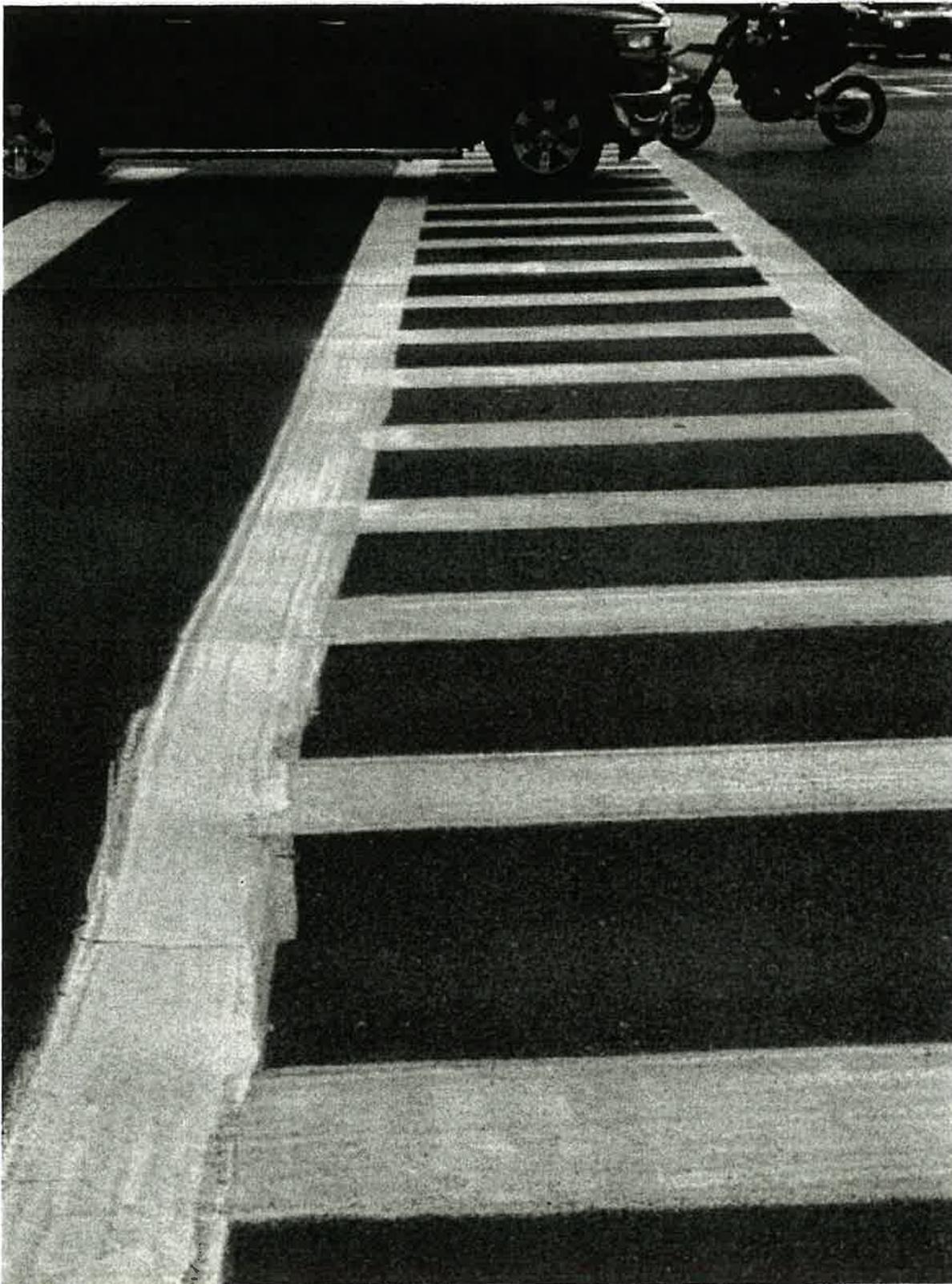
1. The Post Office address of the Claimants is 93 Evelyn Avenue, West Seneca, New York 14224.

2. The attorneys for the Claimants are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

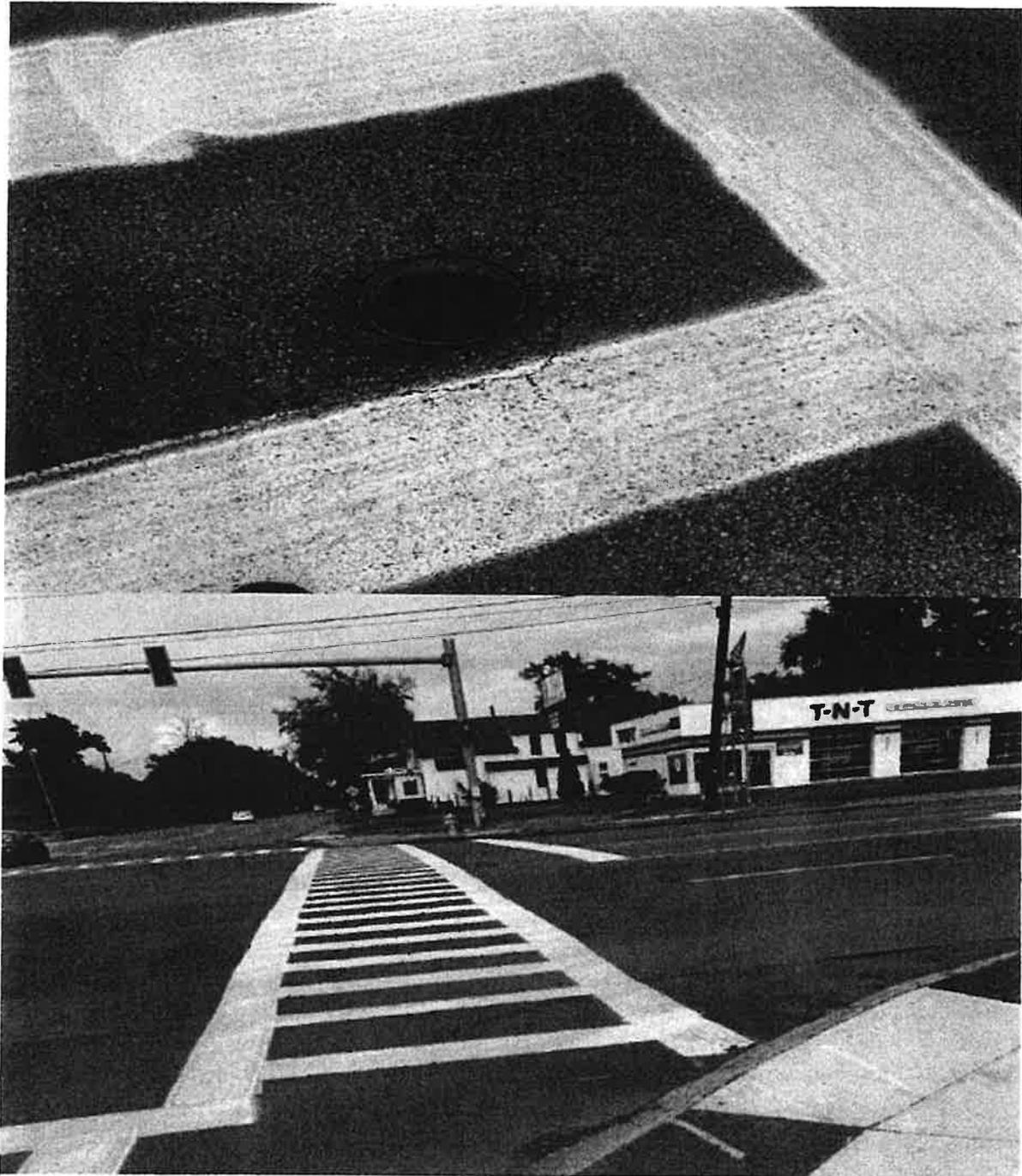
3. The claim of DIANE ROSE is for personal injuries, including without limitation, loss of income and medical expenses, and for consequential damages generally.

4. The claim of JAMES ROSE is for loss of services, society, companionship and consortium as a result of his spouse's injury producing incident, and for consequential damages generally.

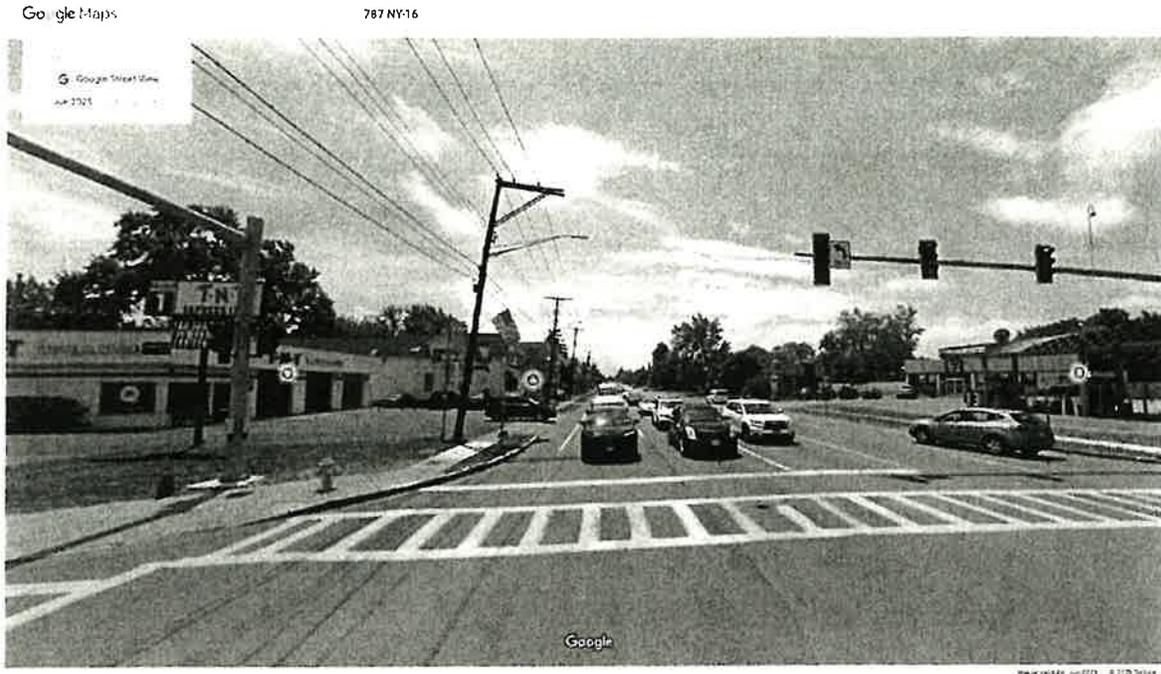
5. The claim arose at the intersection of Center Road and Union Road on the southernmost designated crosswalk of the intersection, parallel to Center Road and perpendicular to Union Road, in the town of West Seneca, County of Erie and State of New York, more particularly at an uncovered utility and/or drainage hole, directly inside the bounds of the aforesaid crosswalk, located at GPS coordinates 42.8393 N., -78.7540 W. The specific location was between the 10<sup>th</sup> and 11<sup>th</sup> crosswalk stripe from the easternmost curb of the crosswalk on the south side of Center Road as it crosses Union Road, and slightly to the south of center of that crosswalk. Photographs of the aforesaid hole in the crosswalk and surrounding location are attached hereto:



7094378v1 - 076337.0001



6. A Google Streetview photograph, upon information and belief taken in or about June 2025, depicts the open hole and its location as shown here:



7. The claim arose in substance as follows: On the 21<sup>st</sup> day of July, 2025, at approximately 6:30 p.m., the Claimant, DIANE ROSE, while lawfully and properly traversing the crosswalk at the aforesaid intersection, was caused by the uncovered utility and/or drainage hole to roll her left ankle, resulting in serious injuries to the Claimant, including a left ankle fracture.

8. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF WEST SENECA, ERIE COUNTY and/or ERIE COUNTY WATER AUTHORITY; furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the

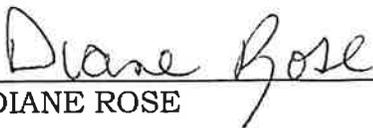
agents, servants and/or employees of TOWN OF WEST SENECA, ERIE COUNTY and/or ERIE COUNTY WATER AUTHORITY and more particularly, among other things, crating the hazard in the form of the uncovered hole; in failing and omitting to adequately and properly design, construct, repair, maintain and inspect the subject crosswalk, the utility and/or drainage hole and roadway surface; and in failing to provide and maintain appropriate and adequate warnings or signage of such hazard, or otherwise warn those present of such hazard's existence.

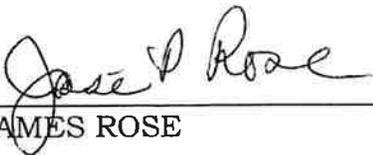
9. Upon information and belief, as a result of the aforesaid incident, the Claimant, DIANE ROSE, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, the Claimant, DIANE ROSE, sustained injuries in the nature of a left ankle fracture. Upon information and belief, these injuries will result in permanent defects.

10. Upon information and belief, as a result of the aforesaid incident, the Claimant JAMES ROSE sustained the loss of services, society, companionship and consortium of his wife as a result of her injury producing incident, and has sustained consequential damages generally.

**WHEREFORE**, Claimants request that TOWN OF WEST SENECA, ERIE COUNTY and ERIE COUNTY WATER AUTHORITY honor and pay the claim on behalf of DIANE ROSE and JAMES ROSE.

DATED: Buffalo, New York  
August 8, 2025

  
\_\_\_\_\_  
DIANE ROSE

  
\_\_\_\_\_  
JAMES ROSE

**LIPSITZ GREEN SCIME CAMBRIA LLP**

By:   
\_\_\_\_\_  
Dale J. Bauman, Esq.  
Attorneys for Claimants  
42 Delaware Avenue, Suite 120  
Buffalo, New York 14202-3924  
[dbauman@lglaw.com](mailto:dbauman@lglaw.com)  
(716) 849-1333

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

DIANE ROSE and JAMES ROSE, being duly sworn, depose and say that they are the Claimants above named; and make this claim on behalf of themselves; they have read the foregoing claim and know the contents thereof; the same is true to the knowledge of the Claimants except for the matters herein alleged upon information and belief, and as to those matters, they believe them to be true.

Diane Rose  
DIANE ROSE

James P Rose  
JAMES ROSE James P Rose

Sworn to before me on this 14  
day of August, 2025.

Zachary Barlow  
Notary Public

ZACHARY J BARLOW  
Notary Public - State of New York  
No. 01BA0026966  
Qualified in Erie County  
My Commission Expires July 18, 2028



# COUNTY OF ERIE

JEREMY C. TOTH  
COUNTY ATTORNEY

KRISTEN M. WALDER  
DEPUTY COUNTY ATTORNEY

DEPARTMENT OF LAW

October 21, 2025

Ms. Olivia Owens, Clerk  
Erie County Legislature  
92 Franklin Street, 4th Floor  
Buffalo, New York 14202

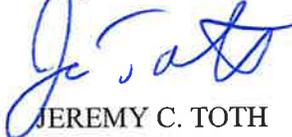
Dear Ms. Owens:

In compliance with Resolution No. 306 passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Reinhardt, Patricia v. County of Erie, et al.</i>
Document Received:	Notice of Claim
Name of Claimant:	Patricia E. Reinhardt 157 Columbia Drive Williamsville, New York 14221
Claimant's attorney:	Anjelika Abrahamyan, Esq. William Mattar, P.C. 6720 Main Street, Suite 100 Williamsville, New York 14221

Should you have any questions, please call.

Very truly yours,

  
JEREMY C. TOTH  
Erie County Attorney

JCT:dld  
Enc.



This paper received at the  
Erie County Attorney's Office  
from Joe Jeziorowski on  
the 8<sup>th</sup> day of September, 2025  
at 10:25 a.m./p.m.

Assistant County Attorney

---

**IN THE MATTER OF THE CLAIM OF:**

**PATRICIA E. REINHARDT**  
157 Columbia Drive  
Williamsville, New York 14221

Claimant,

-against-

**NOTICE OF CLAIM**

**TOWN OF CHEEKTOWAGA**  
3301 Broadway Street  
Cheektowaga, New York 14227

**COUNTY OF ERIE**  
25 Delaware Ave  
Buffalo, New York 14202

**ERIE COUNTY DEPARTMENT OF  
TRANSPORTATION**  
95 Franklin Street  
Buffalo, New York 14202

Respondents.

**PLEASE TAKE NOTICE** that **PATRICIA E. REINHARDT**, hereby makes claim against **TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE COUNTY DEPARTMENT OF TRANSPORTATION** and in support thereof Claimant alleges:

1. That the undersigned Claimants, **PATRICIA E. REINHARDT**, residing at 157 Columbia Drive, Williamsville, NY 14221, by and through her attorney, **ANJELIKA ABRAHAMYAN**, 6720 Main Street, Suite 100, Williamsville, NY 14221-5986, claim damages against the Respondents, **TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE**

COUNTY DEPARTMENT OF TRANSPORTATION for personal injuries, pain and suffering, general and special damages, medical expenses, and property damages sustained by her.

2. That the said injuries were sustained by PATRICIA E. REINHARDT on July 17, 2025, at approximately 2:33 p.m., at or near the intersection of Union Road and Cleveland Drive in the Town of Cheektowaga, County of Erie, State of New York.

3. On July 17, 2025, the traffic control signal lights located at the intersection of Union Road and Cleveland Drive were out due to a power outage in all direction. Respondents, TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE COUNTY DEPARTMENT OF TRANSPORTATION, their servants, agents or employees, failed to properly operate, maintain, control, inspect, repair and take reasonable steps to correct the traffic control signal lights at the said intersection which resulted in a motor vehicle collision with a vehicle owned and operated by Hailemariam Doucet and with Claimant, PATRICIA E. REINHARDT. A copy of the Police Report is attached hereto as **Exhibit A**.

4. That the Claimant's damages and injuries occurred as a result of the negligence, carelessness, and reckless disregard for the safety of others including Claimant, PATRICIA E. REINHARDT, by the Respondents, TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE COUNTY DEPARTMENT OF TRANSPORTATION, jointly and severally their servants, agents or employees in failing to train, instruct and supervise, failing to timely dispatch a crew to the intersection to direct traffic, and failing to provide proper warning to drivers, provide a safe location to transit, along with the other acts of negligence, carelessness and recklessness.

5. That the aforesaid Respondents, TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE COUNTY DEPARTMENT OF TRANSPORTATION by and through their agents, servants and employees had actual or constructive notice of the dangerous condition and hazard caused by the power outage of the traffic lights.

5. That as a result of the foregoing, the Claimant, PATRICIA E. REINHARDT, sustained very serious injuries to her hands, chest, knees, neck and back and other injuries. Some of these injuries will be of a permanent or indefinite duration, and Claimant, PATRICIA E. REINHARDT, has and will, in the future be forced to expend sums of money for hospitals, doctors and other medical expenses.

6. That the said injuries were occasioned as a result of the negligence of the Respondents, TOWN OF CHEEKTOWAGA, COUNTY OF ERIE, AND ERIE COUNTY DEPARTMENT OF TRANSPORTATION and through their agents, servants and employees and without any negligence on the part of the Claimant contributing thereto.

DATED: Williamsville, New York  
August 28, 2025

*/s/ Anjelika Abrahamyan*

---

Anjelika Abrahamyan, Esq.  
WILLIAM MATTAR, P.C.  
Attorney for Claimant  
Office and P.O. Address  
6720 Main Street  
Suite 100  
Williamsville, NY 14221-5986  
(716)633-3535

STATE OF NEW YORK     )  
COUNTY OF ERIE        ) ss:

PATRICIA E. REINHARDT, being duly sworn, depose and say that he is the Claimant in this action; that he has read the foregoing Notice of Claim and know the contents thereof; that the same is true to the knowledge of deponents, except as to matters therein stated to be alleged on information and belief, and that as to those matters they believe them to be true.

Patricia E. Reinhardt  
PATRICIA E. REINHARDT

Sworn to before me this  
28<sup>th</sup> day of August, 2025

[Signature]  
Notary Public

