



Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, July 7, 2025

3:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on July 7, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqueline Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Emily Murphy	Town of Amherst	Assessor	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

1. Monday, June 23, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

There will be an Executive Session to discuss the following items after the Town Board Meeting.

- Contractual Discussion on Land Use
- Potential Litigation

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

Board Appointments - Amherst Conservation Advisory Council, Board of Ethics, Historic Preservation, IDA, Planning, Recreation, Recycling & Waste, Traffic Safety and the Zoning Board of Appeals.

NOTE - The number of vacancies is listed after the Committee name.

1. **9/11 Commemoration Committee**
Membership is unlimited.
2. **Amherst Committee on Disabilities**
3. **Amherst Community Diversity Commission**
4. **Amherst Conservation Advisory Council**
5. **Amherst Government Financial Advisory Board**
6. **Amherst Industrial Development Agency**

Membership is full.

7. Amherst Veterans Committee

8. Arts & Culture in Public Places Board

9. Board of Assessment Review

Membership is full.

10. Board of Electrician Examiners

Membership is full.

11. Board of Ethics

Membership is full.

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee

17. Freedom of Information Law (FOIL) Board

Membership is full.

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee

21. Library Board of Trustees

22. Minority / Woman Owned Business

23. Open Government Advisory Board

24. Planning Board

Membership is full.

25. Recreation Commission**26. Recycling and Waste Committee****27. Senior Services Advisory Board****28. Traffic Safety Board**

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 3:02 PM.

The following speakers addressed the Town Board:

Danne Farrell, Parkhaven Dr - condition of Maple Road

John Trabert, 234 Mt Vernon Rd – question on executive session item

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 3:07 PM.

XI. CONSENT AGENDA**XII. COUNCILMEMBER RESOLUTIONS****A. SUPERVISOR KULPA:****1. Resolution 2025-589**

Authorize Payment to CIMCO Refrigeration for Pre-Engineering Design Work

WHEREAS, there is an outstanding invoice #10082024 from CIMCO Refrigeration INC., for pre-engineering work completed in 2024 in the amount of \$16,751.00; and

WHEREAS, the award to CIMCO Refrigeration was approved by the Town Board on December 4, 2023 via RES-2023-984;

NOW, THEREFORE, BE IT RESOLVED, We request Town Board approval to authorize the Town Comptroller to pay the attached invoice #10082024 from CIMCO Refrigeration for the total amount of \$16,751.00; and

BE IT FURTHER RESOLVED, there is appropriate funding in KP2336.4971;

BE IT FURTHER RESOLVED, the Town Board authorizes the close out of contract CRS #4458 for pre-engineering work after payment is processed.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-590

Engineering Equipment and Vehicles (OCPH - \$250,000)

AGENDA ITEM : JULY 7TH, 2025

TO: Town Board

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

DATE: July 1, 2025

**RE: Engineering Equipment and Vehicle Bond
2023 CIP Project No. S-2**

Order Calling Public Hearing - \$250,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on August 18, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb

Attachment

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item – July 7, 2025**)
Daryl C. Bramer, Comptroller (w/attachment)
Lynda Juul, Director of Finance (w/attachment)
Dan Howard, Director of Planning (w/attachment)
Jeffrey S. Burroughs, PE, Town Engineer (w/attachment)
Vaishali Reberholt, PE, Assistant Town Engineer (w/attachment)

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-591**West Side Interceptor (WSI) Project Contracts/Agreements (CRS#S 5682-5684)****AGENDA ITEM : JULY 7TH, 2025**

TO: Town Board

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

DATE: July 1, 2025

RE: West Side Interceptor Project:
Revocable Permit (CRS #5682) – Fiber Relocation
Assent Agreement – (CRS #5683) Construction of Forcemain
Easement Agreement – Access To Transformer (CRS #5684)

Kindly adopt a resolution authorizing the Supervisor to execute the following above contracts and/or agreements for work to be commenced and completed pertaining to the West Side Interceptor Project pending: (1) final review and approval by SUNY Buffalo's counsel and National Grid's counsel; (2) final review by the Town Attorney; and (3) successful completion of the CRS:

1.) Revocable Permit between the State University of New York (SUNY Buffalo) and the Town of Amherst for fiber relocation;

2.) Assent Agreement between National Grid and the Town for the construction of the forcemain through National Grid right-of-way at Sweet Home Road near the Peanut Line; and

3.) Easement Agreement between National Grid and the Town to access National Grid's for access to the transformer to power the pump station.

Thank you.

SAA:NMB:hs

c: Tim Koller, Deputy Town Clerk (**Agenda Item – July 7, 2025**)
 Jeffrey S. Burroughs, PE, Town Engineer
 Vaishali Reberholt, PE, Assistant Town Engineer

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-592

Assignment of Claim and Release (NYSDOT)

AGENDA ITEM : JULY 7TH, 2025

TO: Town Board

FROM: Samuel A. Alba, Esq., Senior Deputy Attorney

DATE: July 1, 2025

**RE: New York State Department of Transportation (NYSDOT)
 Office of Right-of-Way - Assignment of Claim and Release**

Project: Skinners Ville - New Home Bridge, S.H. 584

Kindly adopt the attached resolution prepared by NYSDOT and authorize the Supervisor to execute the Assignment of Claim and Release.

Thank you.

SAA:NMB:hs

Attachment

c: Tim Koller, Deputy Town Clerk (**Agenda Item – July 7, 2025**)

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

B. TOWN CLERK:**1. Resolution 2025-593****Amusement License for D'Avolio Inc.**

Request by D'Avolio Inc., for a First Class Amusement License to hold outdoor events at 9570 Transit Road on July 29, 2025 and August 26, 2025 from 5:30pm – 9pm.
Supervising Code Enforcement Officer recommends a fee of \$25.00 per day.

The following conditions apply:

- . That all fire lanes be kept clear at all times.
- . For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- . All temporary power must be code compliant.
- . Bathroom facility must be made available & accessible.
- . On site accessible parking must be maintained.
- . Vehicle impact protection must be provided for the guest area.
- . Fire Department access must be maintained at all times in the event of an emergency.
- . Events with 1,000 guests or more will be require "Crowd Managers" that are in

compliance with Chapter 4 of the 2020 FCNYS.

- . The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-594**Amusement License for St John Maron Church**

Request by St. John Maron Church for a First Class Amusement License to hold the following events: Friday, August 1, 2025; 5PM-11PM; Saturday, August 2, 2025; 2PM-11PM; Sunday, August 3, 2025; 12PM-5PM.

Supervising Code Enforcement Officer recommends a fee of \$0.00, Per Chapter 68-12 this event is exempt from paying fees.

The following conditions apply:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet, a fire prevention tent permit must be obtained.
- The use of propane cooking will require a fire prevention permit to be obtained.
- All temporary power must be code compliant
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-595

AWARD OF BID - Restroom Improvements at Williamsville Youth & Family Center

WHEREAS, the Facilities/Building Maintenance Department received bids on May 29, 2025 for Capital Improvements at the Williamsville Youth & Family Center; and

WHEREAS, the bid process resulted in responses from three (3) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Peyton Barlow Co. Inc. in the amount of \$82,380.00; and

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

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Bid Contract & Specification Tracking Procedure for construction projects.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-596

Budget Transfers and Amendments

For July 7, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/02/2025
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list:

BUDGET TRANSFERS – 2025

FROM:

TO:

T2023.4001 Rec Fees \$7,047.31 T2023.9000 Interfund Transfers \$7,047.31
To transfer funds into KP2601 Tupelo/Evergreen Park. See Budget Amendment.

BUDGET AMENDMENTS – 2025

INCREASE:

INCREASE

N2423.02785 CDBG & VG- PI \$12,542.36	N2423.4000 Contractual \$12,542.36
N2430.02785 CDBG P/R- PI \$3,135.59	N2430.1000 Personal Svcs \$2,912.76
	N2430.8030 FICA \$222.83

To recognize Community Development program income from 43 Altair, Amherst.

KP2601.05031 Tupelo/Evergreen Park.- Interfund \$7,047.31 KP2601.4971 Design Exp. \$7,047.31
To transfer funds from T2023 Rec Fees for design costs of Tupelo/Evergreen Park.

N1042.05002 Em'ee HI Contribution \$2,187.02 N1042.8050 Retirement \$2,187.02
To recognize 2nd quarter employee health insurance contribution.

A3120.02680 Police- Ins. Reimb \$100.00	A3120.4230 Police-Vehicles \$100.00
A3120.02410 Bailey Ave- Rentals \$4,600.00	A3120.4220 Bldgs & Grounds \$4,600.00
<i>To recognize revenue received over budget for the 2nd quarter in regards to police.</i>	

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

G. CONTRACT COMPLIANCE:**1. Resolution 2025-597****Extension of Bid #2021027 Vehicle Lift Inspections, Service & Replacement - CRS #5602**

WHEREAS, Filtrec Corporation has agreed to extend the contract for Vehicle Lift Inspections, Service & Replacement (Original CRS #2828);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Filtrec Corporation through August 22, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Filtrec Corporation.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-598**Extension of Bid #2024026 Chrysler Motors Vehicle Service & Parts - CRS #5657**

WHEREAS, WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport has agreed to extend the contract for Chrysler Motors Vehicle Service and Parts (original CRS #4978);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport through July 25, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-599

Amendment to Golf Course Architect Task Order - CRS #5662

WHEREAS, Richard Mandell Golf Architecture requested a \$0 change to the existing task order for golf course architecture services related to a Renovation Business Plan (original CRS #4577); and

WHEREAS, the change order requests that the remaining funds of \$9,717.50 be transferred from sub-consultants Wendel and Hydro Designs to RGMA, Inc. to cover additional costs related to the revision of design concepts;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Golf Architecture contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-600

Amendment to Tyler Technologies Contract - CRS #5668

WHEREAS, the Town entered into a contract with Tyler Technologies for their Time & Attendance module dated June 4, 2024; and

WHEREAS, Tyler Technologies has agreed to amend the effective date of the agreement to more accurately reflect when the system will be implemented;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Time and Attendance contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Tyler Technologies; and

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

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-601

Request Proposal for Installation of One (1) Fire Hydrant NYS Route 78 – Transit Road 8003 Transit Road, Town of Clarence

As per the attached petitioner request, we are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

Currently, the fire hydrants in the vicinity of the above project address do not comply with current spacing standards, therefore and in an effort to provide adequate fire protection, the petitioner proposes to install an additional hydrant at no installation cost to the Town. Under our Lease Management Agreement, a resolution from the Town Board is required to allow for the installation of this hydrant. The Town shall pay an annual maintenance fee of \$160.80 for this added hydrant.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-602**National Grid NY EV Make-Ready Program Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5665**

The Town has been awarded a reimbursement of up to \$9,813.25 for the installation of an electric vehicle (EV) charging station at Royal Park. These funds will be applied toward Resolution 2024-754, Change Order #01-EC, with Industrial Power and Lighting Corporation. Approval is requested for the following Budget Amendment to reflect the additional funds:

Budget Amendment Increase:

KP 2350-02770	(\$9,813.25)
KP 2350-4972	\$9,813.25

In addition, National Grid requires approval and execution of their Electric Vehicle Infrastructure Make-Ready Program Participant Terms and Conditions. As such, we respectfully request approval to accept the awarded reimbursement and to authorize the Supervisor to execute the attached National Grid NY EV Make-Ready Participant Terms and Conditions.

Thank you for your consideration of these requests.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-603**Addendum #2 & Final to Contract for Special Inspections & Testing –
Whitestone Associates Engineering & Geology NY, PLLC Royal Park
Sports Complex T.O.A. Project No. 2019.055 CRS #5658**

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced final Addendum to our special inspections contract at Royal Park, which proposes an increase to this overall contract by \$7,348.64. This adjustment provides for supplemental reinforced concrete inspections and testing required beyond the initial scope outlined in our original proposal approved as per resolution 2024-515 on June 10, 2024.

Based on the same unit prices included in Whitestone's original proposal summary and the supplemental required testing, Whitestone has prepared the attached addendum #2 for the additional testing costs needed to fulfill the project's regulatory requirements.

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-604**Change Order No. 1 & Final – 716 Site Contracting, Inc. N. Bailey
Sanitary Sewer Extension Project 2022.026 CRS #5666**

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount of \$2,999,940.00 by \$54,481.40 to a total of \$3,054,421.40. This adjustment will address damage done to the sanitary bore under Maple Road as a result of a watermain break as well final quantity adjustments during construction.

Funding is available for this change order from the project bond account KP2408.4972.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

L. FINANCE:**M. HIGHWAY****1. Resolution 2025-605****Travel Approval - Refuse - Highway Department**

Please approve travel for one (1) employee from the Highway Department – Refuse Division, to attend the Compost Operations Training Course from July 21, 2025 to July 25, 2025 in Millbrook, New York.

This Course provides necessary training for the Compost Operations Manager.

Thank you for your time and consideration.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-606**ECWA Utility Permit - 661 Skinnersville Road**

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-607**ECWA Utility Permit - 39 Streamsong Court**

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

N. HUMAN RESOURCES:**1. Resolution 2025-608****Police Officer/Police Department (8 Positions)**

Please appoint eight (8) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective July 22, 2025 at an annual salary of \$69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Dustin Calavano, Alexis Cummings, Riley Domin, Jordan L'Esperance, Patrick Haynes, Michael Nash, III, Michael Sendlbec, III and Brandon Soto.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-609**Wastewater Treatment Plant Operator Trainee/Engineering-Plant #16**

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an hourly rate of \$25.57, Grade IV, Step 2 for Daniel Berke.

This is a Permanent appointment for a current employee who has been serving Provisionally.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-610

Clerk Typist/ Building Department

Please appoint a Clerk Typist to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$38,540, Grade 2, Step E for Jennifer Bennett.

This is a promotion for an employee currently serving as File Clerk.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-611

Senior Code Enforcement Officer/Building Department

Please appoint a Senior Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$83,211, Grade 18, Step F for Larry Hull.

This is a promotion for an employee currently serving as Code Enforcement Officer.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-612**Assistant Code Enforcement Officer/Building Department**

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$51,696, Grade 13, Step A for Karrie Princess.

This is a promotion for an employee currently serving as Building & Zoning Clerk.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-613**Code Enforcement Officer/Building Department**

Please appoint a Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$66,280, Grade 16, Step C for Conrad Nagel.

This is a promotion for an employee currently serving as Assistant Code Enforcement Officer.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2025-614**Electrical Inspector/Building Department**

Please appoint an Electrical Inspector to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$66,280, Grade 16, Step C for Gary Naylor.

This is a promotion for an employee currently serving as Assistant Electrical Inspector.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

8. Resolution 2025-615**Wastewater Treatment Plant Operator Trainee/Engineering-Plant 16**

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an hourly rate of \$24.26, Grade IV, Step 2 for Tyler Mayers.

This is a Permanent appointment for a current employee who has been serving Provisionally.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

9. Resolution 2025-616

Court Officer - PT/Amherst Town Court

Please appoint a Court Officer to the Amherst Town Court. Effective July 8, 2025 at an hourly rate of \$21.50, Step 1. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII for Anthony Valvo.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-617

**Contract Extension with AMD Environmental Consultants, Inc. CRS
#4317**

Purpose: Authorize the Town Supervisor to Extend the Contract with AMD Environmental Consultants, Inc. to Provide Mold, Asbestos, Radon and Lead Hazard Testing, Clearance and Consulting Services.

WHEREAS, the Town provides housing rehabilitation services as a vital part of its Community Development program; and

WHEREAS, the Department of Housing and Urban Development now requires that all dwellings assisted through the Community Development Block Grant and HOME Investment Partnership Program be free of lead paint and other hazards; and

WHEREAS, the Planning Department received competitive quotations for these services from possible vendors and awarded AMD Environmental Consultants, Inc. a contract in 2023; and

WHEREAS, the contract allows for an extension for an additional two-year term, under the same pricing structure, terms and conditions as the original agreements, and

WHEREAS, Community Development requests an extension of the contract with AMD Environmental Consultants, Inc. for the period of October 1, 2025 through September 30, 2027 not to exceed \$10,000; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the agreement with AMD Environmental Consultants, Inc. for the provision of mold, asbestos, radon and lead hazard testing, clearance and consulting services.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-618

Request to Utilize Distressed Properties Trust Account for Costs Related to Preparing 667 Emerson Drive, Amherst, NY 14226 as a Development-Ready Parcel

WHEREAS, the Amherst Town Board created the Distressed Property Trust Fund (RES 2012-825) to address and coordinate resolutions to property maintenance issues; and

WHEREAS, the Building Department has been working towards returning the property located at 667 Emerson Drive, Amherst, NY 14226 to a vacant development-ready single-family lot; and

WHEREAS, the Building Department has determined preliminary tasks are necessary in order to prepare the site for possible demolition and redevelopment; and

WHEREAS, Town Board authorization is required to expend funds from the Distressed Property Trust Account; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the use of the Distressed Property Trust Account (T4019.4002), for an amount not to exceed \$5,000, towards upfront legal services necessary to prepare the single-family house for condemnation and demolition, and other typical costs associated with preparing 667 Emerson Drive, Amherst, NY 14226 for resale as a vacant development-ready parcel.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-619**Authorize Adoption of an Amendment to the Section III: Mainstream Voucher Program of the Erie County PHA Consortium Section 8 Administrative Plan**

WHEREAS, the Town of Amherst acts as the lead Public Housing Authority (PHA) for the Erie County PHA Consortium; and

WHEREAS, the PHA is required to file an Administrative Plan with the Department of Housing and Urban Development; and

WHEREAS, it is recommended by the Administrator for the Erie County PHA Consortium, Belmont Housing Resources for WNY, to amend the Section 8 Erie County PHA Administrative Plan to create a preference for Emergency Housing Voucher (EHV) recipients to enter the Mainstream Section 8 Voucher Program; and

WHEREAS, the preference would be contingent upon EHV recipients losing their assistance due to the expiration or reduction of federal funding; now therefore,

BE IT RESOLVED, that the Town Board of the Town of Amherst adopts the amendments to Section III: Mainstream Section 8 Voucher Program in the Administrative Plan for the Erie County PHA Consortium to reflect this preference.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-620

**Approval for Supervisor to Execute an Amendment to the Grant Agreement for the NYS Plus One Accessory Dwelling Unit Program
CRS #4000/5692**

WHEREAS, the Town of Amherst received a \$2 Million grant award from the New York State Homes and Community Renewal's Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHEREAS, the Program's Grantor, New York State Housing Trust Fund Corporation has increased the eligible household income threshold for the program; and

WHEREAS, the Town's grant agreement must be amended to reflect the increase in Area Median Income from 100% to 120% for eligible program participants; now therefore

BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute Amendment No. 2 to the Grant Agreement for the Plus One ADU Program.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Q. POLICE:

1. Resolution 2025-621

**Vocational Training Contract (CRS #5667) Williamsville Central
School District**

TOWN BOARD AGENDA ITEM : JULY 7, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Vocational Training Contract (CRS #5667)
Williamsville Central School District**

Kindly adopt a Resolution authorizing the Supervisor to enter into and execute the above entitled contract with the Williamsville Central School District (CRS #5667). This contract has successfully completed the Contract Routing Process.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (***Agenda Item: July 7, 2025***)

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2025-622

**TOA Bid 2024031 Liquid Sodium Bi-Sulfite PVS Chemical Solutions,
Inc. CRS No.5679**

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Chemical Solutions, Inc. The terms and conditions within Town of Amherst Bid 2024031 Liquid Sodium Bi-Sulfite will remain the same. The term of this contract extension will be from September 03, 2025 run through September 02, 2026.

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

Funds for this request are available in G9916-4820.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2025-623**TOA Bid 2025002 Sodium Hydroxide 50% Solution Slack Chemicals Company, Inc. CRS No.5860**

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Slack Chemical Company, Inc. The terms and conditions within Town of Amherst Bid 2025002 Sodium Hydroxide 50% Solution will remain the same. The term of this contract extension will be from August 5, 2025 and run through February 04, 2026.

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

Funds for this request are available in G9916-4830.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-624**Lift Station Communication Hosting Agreement Extension Colacino Industries, Inc. CRS No. 5678**

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Colacino Industries, Inc. The terms and conditions within the current Lift Station hosting Agreement will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from July 10, 2025 through July 09, 2026.

Funds for this request are available in G9916-4110.

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-625**Request to Standardize to Gorman Rupp Pumps and Components**

For over 30 years, the Engineering Department has utilized Gorman Rupp Pumps in its lift stations. There are a total of 22 lift stations throughout the Town, along with (6) pumps located at the WPCF. These pumps require periodic maintenance and repair. The WPCF has tried shifting from original equipment manufacturer (OEM) components to utilizing after-market or reverse engineered components, resulting in reduced pumping capacities and premature failures. In order to optimize the performance and pumping capacities, the WPCF would like to obtain approval to standardize to Gorman Rupp pumps and components, as they have been tested and proven more effective. The previous request to standardize (Nov. 30th 2020, Resolution RES-2020-930) was for Gorman Rupp components only, this request will now include complete pumps.

The Engineering Department WPCF requests that the Town Board approve a standardization of Original Equipment Manufacturers (OEM) Components when procuring for Gorman Rupp pump maintenance, repairs or if necessary upgrades and/or replacement pumps. This equipment and components is generally proprietary and provided from a sole source distributor.

There is no financial impact for this request.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger

and unanimously approved 5-0.

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

5. Resolution 2025-626

**Account Transfer Request Sanitary Sewer Relining – Mini-System-01
– CRS #5688 Town of Amherst Job No. 2025.001G**

We are requesting Town Board approval authorizing to use \$38,913.00 from the Sewer Remediation Trust Fund T4030, to fund Sanitary Sewer Relining & Manhole Rehab, to fully fund CRS #5688 Kenyon Pipeline Inspection, LLC contract.

Please approve the following:

Budget Transfer of \$38,913 from T4030-9000, Sewer Remediation Trust – Interfund Transfer Out

To KP2516-05031, Sanitary Sewer Relining & Manhole Rehab – Interfund Transfer In

Budget Amendment Increase \$38,913 to KP2516-05031, Sanitary Sewer Relining & Manhole Rehab – Interfund Transfer In

And KP2516-4972, Sanitary Sewer Relining & Manhole Rehab – Construction Expense

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

6. Resolution 2025-627**Change Order No. 1: Increase of \$50,000 WPCF: Building No. 1 Micro-Screen and Valve Improvements Town of Amherst Project No. 2016.002H and 2018.002B, CRS #5676**

The Engineering Department requests the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order approval will allow for the addition of \$50,000 to the contract value which is the partial award of the as bid (\$60,000) contingency amount to cover unforeseen project work. This will increase the original contract amount from \$258,750.00 to \$308,750.00. This important bid item was not awarded at contract award due to lack of funding.

Funding for this request is available from the following sources:

KP-2518-4972 \$50,000

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

7. Resolution 2025-628**Change Order No. 1: Increase of \$100,000 (Funding for Contingency) and \$80,000 (Funding for Controls Integration) WPCF: Building No. 1 Microscreen and Valve Improvements Town of Amherst Project No. 2016.002H and 2018.002B CRS#5687**

The Engineering Department requests the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order approval will allow for the addition of \$100,000.00 to the contract value, which is the partial award of the as bid (\$190,000) contingency amount to cover unforeseen project work. In addition this change order approval will allow for the addition of \$80,000 to the contract value which is the full award of this bid item for controls programming and integration. These two items will increase the contract award from \$4,498,000 to \$4,678,000. These important bid items were not awarded at contract award due to lack of funding.

Funding for this request is available from the following source:

KP-2518-4972 \$180,000 [contingency \$100,000 + integration \$80,000]

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

T. YOUTH AND RECREATION:

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-66

Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

7/7/2025

A motion to refer to the Town Attorney and Planning Department was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Communication 2025-67

**Complaint: Yousef Ahmed, Jay Ayoub, Majd Ayoub, Elvi Jo Dougherty, Soleigh M. Dougherty, Jazmine C. Frazier, Timothy P. Georger, Ibrahim Khatib, Hannah R. Krull and Noor A. Mohammed
Vs. Town of Amherst Et Al.**

7/7/2025

A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Communication 2025-68

Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst

7/7/2025

A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS**XVII. PUBLIC EXPRESSION #2**

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 3:19 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - Resolution 2025-595
John Trabert, 234 Mt Vernon Rd – multiple resolutions

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 3:21 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, at 3:25 PM Supervisor Kulpa moved to adjourn to Executive Session, seconded by Councilmember Berger and unanimously approved 5-0.

At 4:21 PM, a motion to exit the Executive Session was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to adjourn the Town Board meeting was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

The Town Board meeting of July 7, 2025 was adjourned at 4:22 PM.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Supervisor
 Initiated by: **Brian J. Kulpa**
 Co-Sponsored by:

DOC ID: 30616

RESOLUTION 2025-589

ADOPTED

Authorize Payment to CIMCO Refrigeration for Pre-Engineering Design Work

WHEREAS, there is an outstanding invoice #10082024 from CIMCO Refrigeration INC., for pre-engineering work completed in 2024 in the amount of \$16,751.00; and

WHEREAS, the award to CIMCO Refrigeration was approved by the Town Board on December 4, 2023 via RES-2023-984;

NOW, THEREFORE, BE IT RESOLVED, We request Town Board approval to authorize the Town Comptroller to pay the attached invoice #10082024 from CIMCO Refrigeration for the total amount of \$16,751.00; and

BE IT FURTHER RESOLVED, there is appropriate funding in KP2336.4971;

BE IT FURTHER RESOLVED, the Town Board authorizes the close out of contract CRS #4458 for pre-engineering work after payment is processed.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2336.4971 - \$16,751.00

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



Invoice 10082024

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221
USA

Ship to Address
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221
USA

Payment Terms: Due net 10 days
Delivery Terms: FOB
REMIT TO: **CIMCO REFRIGERATION INC.**
2502 Commercial Park Dr, Mobile AL, 36606, USA

Invoice Date	10/08/2024
Purchase Order	Resolution #2023-984
Document Type	ZFPR
Order No.	6053
Order Date	12/4/2023
Customer No.	131116
Currency	USD
Invoice Amount	\$16,751.00
Inquiry Phone No.	215-471-2426
	\$ -

Past due amounts are subject to interest charges of
2.0% per month (24% per annum)

Description	Hourly	Qty	Total
Pre Construction Engineering Services	\$ 67.49	\$ 248.20	16,751.00

Project:	Project: A1200248 - Town of Amherst - Pre Construction Engineering		
Price:	\$	16,751.00	
Billing Mode:		Final Billing	
Engineering Time	\$	16,751.00	
Total Tax		0.00	
Invoice Amount	\$	16,751.00	
Tax Status		0 - Tax Exempt	

Project Summary: Ice Rink Ribbon Design for the Town of Amherst
Project Duration: 3 weeks
Team: 2 Engineers
Total Hours Worked: 248 hours (124 hours each)
Work Period: April 1, 2024 to April 19, 2024

Drawings Completed:

Ammonia System Drawings: Detailed drawings for the ammonia refrigeration system were completed, showcasing the design and layout.
CO2 System Drawings: Comprehensive drawings for the CO2 refrigeration system were also completed, illustrating the equipment and configuration.

Engineering Tasks:

Calculations: All necessary calculations for the project were meticulously performed, ensuring accuracy and reliability.

Sizing: Equipment sizing was carefully determined to meet the specific requirements of the ice rink ribbon design.

Equipment Selection: Appropriate equipment was selected based on the calculated needs and design specifications.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Town Attorney
 Initiated by: **Steven B. Bengart**
 Co-Sponsored by:

DOC ID: 30608

RESOLUTION 2025-590
ADOPTED

Engineering Equipment and Vehicles (OCPH - \$250,000)

AGENDA ITEM : JULY 7TH, 2025

TO: Town Board

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

DATE: July 1, 2025

RE: Engineering Equipment and Vehicle Bond
 2023 CIP Project No. S-2
 Order Calling Public Hearing - \$250,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on August 18, 2025 at 7:00 p.m.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
 Attachment

c: Tim Koller, Deputy Town Clerk
*(w/attachment, **Agenda Item – July 7, 2025**)*
 Daryl C. Bramer, Comptroller *(w/attachment)*
 Lynda Juul, Director of Finance *(w/attachment)*
 Dan Howard, Director of Planning *(w/attachment)*
 Jeffrey S. Burroughs, PE, Town Engineer *(w/attachment)*
 Vaishali Reberholt, PE, Assistant Town Engineer *(w/attachment)*

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for purposes of scheduling OCPH. Eventual bond resolution - \$250,000

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



TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

June 27, 2025

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

From: Jeffrey S. Burroughs, P.E. - Town Engineer

Re: 2025 CIP Project S-2 Equipment & Vehicle Bond: \$250,000

Please accept this memorandum outlining the Engineering Department's 2025 Equipment Bond purchase.

<u>WPCF – G9916</u>	<u>Est. Cost</u>	<u>PPU</u>	<u>Purchase Justification</u>
2026 Freightliner Sludge Truck	\$ 248,750	15 Yr.	Replace E16-15 (2016 Kenworth)
Legal/ Administration	\$ 1,250		
Total Bond Amount:	\$ 250,000 (Sewer Fund)		

Consolidated Sanitary Sewer District Tax Impact:

Annual Tax Impact:	\$0.0011 per \$1,000 AV at 100% Equalization
Median Home Annual Tax Impact	\$0.3899 per \$346,000 AV at 100% Equalization

SEQR:

N/A (Equipment Purchase)

cc: Jacqueline Berger – Councilmember/Liaison
Steven Bengart – Town Attorney
Lynda Juul – Finance Director
Jennifer Adams - Comptroller

Attachment: MPR 2025 S-2 Plant Vehicles (RES-2025-590 : Engineering Equipment and Vehicles (OCPh - \$250,000))

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 7th day of July, 2025.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
 Shawn Lavin, Deputy Supervisor/Councilman
 Jacqueline Berger, Councilwoman
 Angela Marinucci, Councilwoman
 Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
 HEARING TO BE HELD ON
 AUGUST 18, 2025

WHEREAS, the Town Board of the Town of Amherst (herein called the “Town”), in the County of Erie, New York, has caused the Town Engineering Department, engineers duly licensed by the State of New York (the “Engineer”), to prepare a memorandum dated June 27, 2025, for the increase and improvement of facilities of the Town’s Consolidated Sanitary Sewer District (the “District”), consisting of the acquisition of a 2026 Freightliner Sludge Truck, at the estimated maximum cost of \$250,000 (2025 CIP Project No. S-2); and

Attachment: CertOCPPH (RES-2025-590 : Engineering Equipment and Vehicles (OCPPH - \$250,000))

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such memorandum for said increase and improvement of facilities of the District and has estimated the total cost thereof to be \$250,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that the project is a Type II action pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 18th day of August, 2025 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same.

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee*," hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: July 7, 2025

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting_____
Deputy Supervisor/Councilman Shawn Lavin	voting_____
Councilwoman Jacqueline Berger	voting_____
Councilwoman Angela Marinucci	voting_____
Councilman Michael R. Szukala	voting_____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2025-590 : Engineering Equipment and Vehicles (OCPH - \$250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 7th day of July, 2025, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 7th day of July, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-590 : Engineering Equipment and Vehicles (OCPH - \$250,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York (the “Town”), will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on August 18, 2025, at 7 o’clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town’s Consolidated Sanitary Sewer District (the “District”), consisting of the acquisition of a 2026 Freightliner Sludge Truck, at the estimated maximum cost of \$250,000 (2025 CIP Project No. S-3), as described in a memorandum dated June 27, 2025, prepared by the Town Engineering Department. The current approved total estimated maximum cost of the project is \$250,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned memorandum which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: July 7, 2025
Williamsville, New York

Francina J. Spoth.
Town Clerk

Attachment: CertOCPH (RES-2025-590 : Engineering Equipment and Vehicles (OCPh - \$250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 7th day of July, 2025, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 7th day of July, 2025.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2025-590 : Engineering Equipment and Vehicles (OCPH - \$250,000))



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Town Attorney
 Initiated by: **Steven B. Bengart**
 Co-Sponsored by:

DOC ID: 30606

RESOLUTION 2025-591

ADOPTED

West Side Interceptor (WSI) Project Contracts/Agreements (CRS#S 5682-5684)

AGENDA ITEM : JULY 7TH, 2025

TO: Town Board

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

DATE: July 1, 2025

**RE: West Side Interceptor Project:
 Revocable Permit (CRS #5682) – Fiber Relocation
 Assent Agreement – (CRS #5683) Construction of Forcemain
 Easement Agreement – Access To Transformer (CRS #5684)**

Kindly adopt a resolution authorizing the Supervisor to execute the following above contracts and/or agreements for work to be commenced and completed pertaining to the West Side Interceptor Project pending: (1) final review and approval by SUNY Buffalo's counsel and National Grid's counsel; (2) final review by the Town Attorney; and (3) successful completion of the CRS:

1.) Revocable Permit between the State University of New York (SUNY Buffalo) and the Town of Amherst for fiber relocation;

2.) Assent Agreement between National Grid and the Town for the construction of the forcemain through National Grid right-of-way at Sweet Home Road near the Peanut Line; and

3.) Easement Agreement between National Grid and the Town to access National Grid's for access to the transformer to power the pump station.

Thank you.

SAA:NMB:hs

c: Tim Koller, Deputy Town Clerk (**Agenda Item – July 7, 2025**)
 Jeffrey S. Burroughs, PE, Town Engineer
 Vaishali Reberholt, PE, Assistant Town Engineer

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A. Alba**
 Co-Sponsored by:

DOC ID: 30607

RESOLUTION 2025-592
ADOPTED

Assignment of Claim and Release (NYSDOT)

AGENDA ITEM : JULY 7TH, 2025

TO: Town Board

FROM: Samuel A. Alba, Esq., Senior Deputy Attorney

DATE: July 1, 2025

RE: New York State Department of Transportation (NYSDOT)
 Office of Right-of-Way - Assignment of Claim and Release
 Project: Skinners Ville - New Home Bridge, S.H. 584

Kindly adopt the attached resolution prepared by NYSDOT and authorize the Supervisor to execute the Assignment of Claim and Release.

Thank you.

SAA:NMB:hs
 Attachment

c: Tim Koller, Deputy Town Clerk (**Agenda Item – July 7, 2025**)

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY
ASSIGNMENT OF CLAIM AND RELEASE**

Proceeding No. **15378**

Project **Skidders Ville - New Home Bridge, S.H. 584**

P.I.N. **5181.10**

Map No. **48**

Parcel No. **58**

County **Erie**

Town **Amherst**

Tax Map Parcel **27.19-1-13**

WHEREAS, THE PEOPLE OF THE STATE OF NEW YORK, pursuant to the statute set forth in the above-designated maps, have appropriated certain property shown on the aforesaid maps, the original tracing or a microfilm or computer digitized copy of the original tracing of each map having been filed in the Office of the Department of Transportation, and a certified copy of each map having been filed in the Office of the County Clerk or Register of each county in which such property, or any portion thereof, is situated; and

WHEREAS, **680 Campbell Blvd., LLC**, hereinafter to referred to as "claimant" has a claim against The People of the State of New York by reason of said appropriation either as owner of said property or of some right, title or interest therein, or otherwise; and

WHEREAS, the compensation now payable by The People of the State of New York on account of said appropriation and for all legal damages caused thereby has been, or will be, fixed and determined by an agreement or award to be paid upon release of all claims which claimant, tenants, mortgagees, lienors and other persons have or may have by reason of such appropriation; and

WHEREAS, **Town of Amherst**, having a mailing address of **5583 MAIN ST, WILLIAMSVILLE, NY 14221**, hereinafter referred to as "undersigned", had or might claim to have had some right, title, or interest in and to the property affected by said appropriation and said undersigned has or claims to have some interest in or lien upon the compensation to be paid on account of such appropriation, by reason of **a light post base and street sign owned by Town of Amherst, or by reason of any other right, title or interest claimed by the undersigned in the appropriated property**, and has agreed to relinquish the same in favor of claimant,

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, and the sum of ONE DOLLAR (\$1.00), payment of which is waived, and **(see instructions in box below)** the sum of _____ Dollars (\$ _____)

IF NO PAYMENT HEREUNDER IS TO BE MADE TO THE UNDERSIGNED FROM THE AMOUNT DUE CLAIMANT FROM THE STATE, NO INSERTION IS TO BE MADE IN THE BLANK SPACES. IF PAYMENT IS TO BE MADE HEREUNDER, THE AMOUNT OF SUCH PAYMENT AND INTEREST, IF ANY, SHOULD BE INSERTED IN THE SPACES PROVIDED ABOVE AND THE AUTHORIZATION ON THE NEXT PAGE MUST BE SIGNED BY CLAIMANT AND THE ADDRESS TO WHICH THE CHECK IS TO BE MAILED MUST BE PLACED IN THE SPACE ABOVE (FOLLOWING THE WORDS "HAVING A MAILING ADDRESS OF").

Attachment: ACR REVISED 680 Campbell Blvd LLC (RES-2025-592 : Assignment of Claim and Release (NYS DOT))

to be paid by The People of the State of New York from the said compensation now payable to claimant, the undersigned does hereby assign, transfer and set over unto claimant, all right, title, and interest of the undersigned in and to the compensation to be paid by The People of the State of New York and in and to any claim, award, or judgment on account of such appropriation and further does hereby release the said compensation to be paid by The People of the State of New York and any such claim, award or judgment from any and all liens of the undersigned and further does hereby assign and release unto claimant all claims which the undersigned has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project, thereby forever releasing, exonerating and discharging The People of the State of New York from any and all claims or causes of action of the undersigned for or on account or in anywise growing out of the matters hereinabove set forth.

IN WITNESS WHEREOF, this release has been executed by "undersigned" this _____ day of _____, 20____.

Town of Amherst

By: _____

Its: _____

State of New York)
) ss.:
 County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York

AUTHORIZATION BY CLAIMANT

The Department of Audit and Control of the State of New York is hereby authorized to deduct from the compensation to be paid the claimant the amount specified in the above Release, as the consideration for the execution thereof, and to draw a separate check in that amount payable to the party who executed said release.

Dated: _____, 20 _____

680 Campbell Blvd., LLC,

By: _____

Its:


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Town Clerk
 Initiated by: **Ashley Brownson**
 Co-Sponsored by:

DOC ID: 30602

RESOLUTION 2025-593
ADOPTED

Amusement License for D'Avolio Inc.

Request by D'Avolio Inc., for a First Class Amusement License to hold outdoor events at 9570 Transit Road on July 29, 2025 and August 26, 2025 from 5:30pm – 9pm.
 Supervising Code Enforcement Officer recommends a fee of \$25.00 per day.

The following conditions apply:

- . That all fire lanes be kept clear at all times.
- . For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- . All temporary power must be code compliant.
- . Bathroom facility must be made available & accessible.
- . On site accessible parking must be maintained.
- . Vehicle impact protection must be provided for the guest area.
- . Fire Department access must be maintained at all times in the event of an emergency.
- . Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- . The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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



TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: June 18, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 9570 Transit Road, D'Avolio Inc.

In response to the Amusement License Application dated June 17, 2025 from Dan Gagliardo

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set by the Town Board, the fee can be from \$5.00 to \$50.00 per day, or fraction thereof.

With the events being on July 29, 2025 & August 26, 2025 from 5:30 pm until 9:00pm in the parking lot of the address noted above, I would recommend a fee of \$25.00.

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel
Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: D'Avolio July/Aug-06262025113533 (RES-2025-593 : Amusement License for D'Avolio Inc.)

Gesel, Doug

From: Brownson, Ashley
Sent: Tuesday, June 17, 2025 2:30 PM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 28

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, June 17, 2025 2:22 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 28

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization*: Dan Gagliardo / D'Avolio

Event Address*: 9570 Transit Road
East Amherst, NY 14051

Will alcohol be served? : Yes (include how it will be managed in description below)

Describe Event*: Hosting a band in our parking lot.
Alcohol will be available at the bar located inside of our restaurant.

List All Dates*: 7/29/25, 8/26/25

Start Time*: 05:30 PM

End Time*: 09:00 PM

Please supply a site plan with designated area for the event with your application*: [Building Layout for Band Permit.pdf](#)

Attachment: D'Avolio July/Aug-06262025113533 (RES-2025-593 : Amusement License for D'Avolio Inc.)

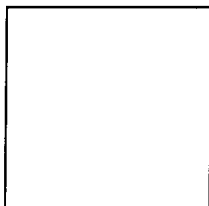
Name of Organizer*: Amanda Kuhn

Address*: D'Avolio, Inc
1150 Wehrle Drive
Williamsville, New York 14221

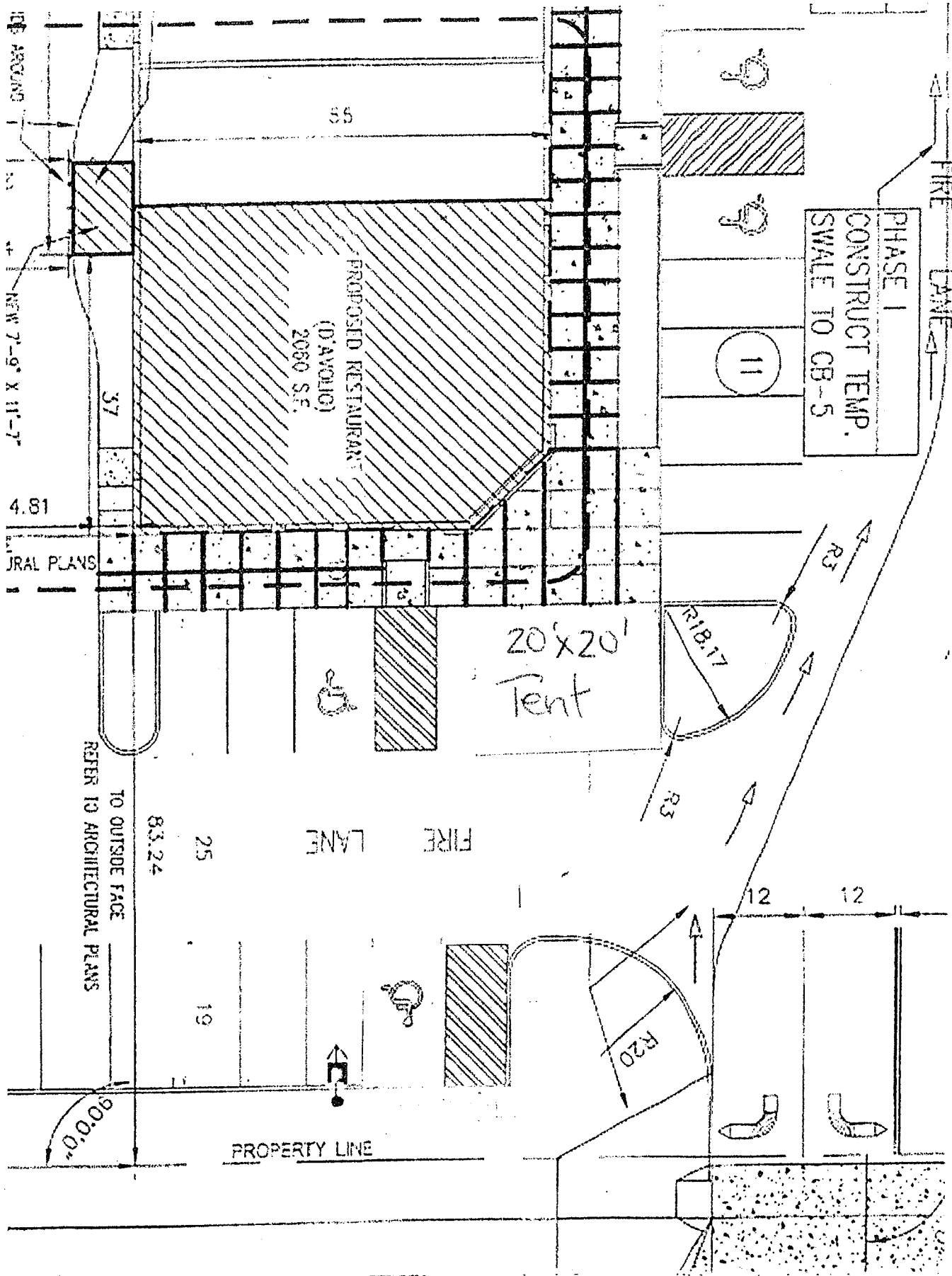
Phone*: 716-919-1201

Email*: amanda.davolio@gmail.com

Signature*:







Brownson, Ashley

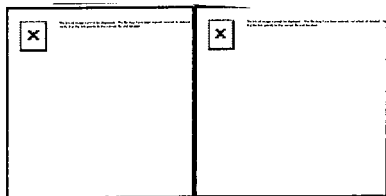
From: Scott Chamberlin <
Sent: Wednesday, June 25, 2025 11:04 AM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 28

CAUTION: This email originated from outside of the organization.
 Please do not click links or open attachments unless you recognize the sender and know the content is safe.

No issues as long as they are aware of and comply with the noise ordinance.

Regards,

Scott P. Chamberlin
 Chief of Police
 Town of Amherst Police Department
 500 John James Audubon Parkway
 Amherst, NY 14228
 (716) 689-1351



On Tue, Jun 24, 2025 at 2:46 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Tuesday, June 17, 2025 2:22 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 28

CAUTION: This email originated from outside of the organization.
 Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Attachment: D'Avolio July/Aug-06262025113533 (RES-2025-593 : Amusement License for D'Avolio Inc.)

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization*: Dan Gagliardo / D'Avolio

Event Address*: 9570 Transit Road
East Amherst, NY 14051

Will alcohol be served? : Yes (include how it will be managed in description below)

Describe Event*: Hosting a band in our parking lot.
Alcohol will be available at the bar located inside of our restaurant.

List All Dates*: 7/29/25, 8/26/25

Start Time*: 05:30 PM

End Time*: 09:00 PM

Please supply a site plan with designated area for the event with your application*: Building Layout for Band Permit.pdf

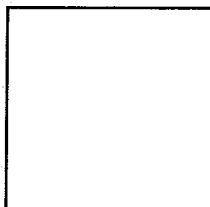
Name of Organizer*: Amanda Kuhn

Address*: D'Avolio, Inc
1150 Wehrle Drive
Williamsville, New York 14221

Phone*: 716-919-1201

Email*: amanda.davolio@gmail.com

Signature*:





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Town Clerk
 Initiated by: **Ashley Brownson**
 Co-Sponsored by:

DOC ID: 30603

RESOLUTION 2025-594

ADOPTED

Amusement License for St John Maron Church

Request by St. John Maron Church for a First Class Amusement License to hold the following events: Friday, August 1, 2025; 5PM-11PM; Saturday, August 2, 2025; 2PM-11PM; Sunday, August 3, 2025; 12PM-5PM.

Supervising Code Enforcement Officer recommends a fee of \$0.00, Per Chapter 68-12 this event is exempt from paying fees.

The following conditions apply:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet, a fire prevention tent permit must be obtained.
- The use of propane cooking will require a fire prevention permit to be obtained.
- All temporary power must be code compliant
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

For the Town

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



TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: June 26, 2025
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 2040 Wehrle Dr, St John Maron Church

In response to the Amusement License Application dated May 12, 2025 from Chuck Mosey,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set by the Town Board, the fee can be from \$5.00 - \$50.00 per day, or fraction thereof. Per Chapter 68-12 this event is exempt from paying fees.

The events are being on Friday 8/1/25; 5PM - 11PM; Saturday 8/2/25- 2PM - 11PM; Sunday 8/3/25 - 12Noon - 5PM in the parking lot of the address noted above.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet, a fire prevention tent permit must be obtained.
- The use of propane for cooking will require a fire prevention permit to be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

Please contact me if you have any questions regarding this response.

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

Attachment: St John Maron App-06262025131010 (RES-2025-594 : Amusement License for St John Maron Church)

Brownson, Ashley

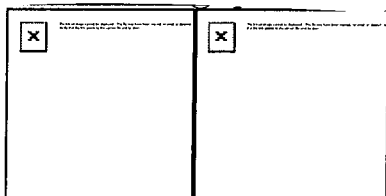
From: SChamberlin <
Sent: Tuesday, May 13, 2025 3:15 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 24

CAUTION: This email originated from outside of the organization.
 Please do not click links or open attachments unless you recognize the sender and know the content is safe.

We are fine with this arrangement and the event overall.

Regards,

Scott P. Chamberlin
 Chief of Police
 Town of Amherst Police Department
 500 John James Audubon Parkway
 Amherst, NY 14228
 (716) 689-1351



On Tue, May 13, 2025 at 11:40 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:
 Please see the response for your question:

Good morning. Our beer tent is completely fenced in with only one entrance. A security officer will be manning the entrance to the beer tent and requesting ID. Any other questions, please let me know.

Thank you

Debbie Tartick
 Administrative Assistant
 St. John Maron Church
 716-634-0669

From: Scott Chamberlin <
 Sent: Tuesday, May 13, 2025 10:37 AM
 To: Brownson, Ashley <abrownson@amherst.ny.us>
 Subject: Re: FW: Amusement License Application: 24

Attachment: St John Maron App-06262025131010 (RES-2025-594 : Amusement License for St John Maron Church)

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.
What is the mechanism for verifying that those consuming alcohol are of age?

Regards,

Scott P. Chamberlin
Chief of Police
Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228
(716) 689-1351

[_g<mailto:](#)

[Image removed by sender.][Image removed by sender.]

On Mon, May 12, 2025 at 3:14 PM Brownson, Ashley
<abrownson@amherst.ny.us<<mailto:abrownson@amherst.ny.us>>> wrote:

From: burst@emailmeform.com<<mailto:burst@emailmeform.com>>
<burst@emailmeform.com<<mailto:burst@emailmeform.com>>>
Sent: Monday, May 12, 2025 2:56 PM
To: Brownson, Ashley <abrownson@amherst.ny.us<<mailto:abrownson@amherst.ny.us>>>
Subject: Amusement License Application: 24

CAUTION: This email originated from outside of the organization.
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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9hcHAuZW1haWxtZWZvcuY29tL2J1aWxkZXIvZm9ybXMvZW50cmllcy9hQjMyVTNIU2Q0P3VlaWQ9MjQ=&i=NjE4YmM0NzkwOTc5NDgwZTIzYjMwNmYy&t=MCt1UXVCUkV1ZVRlNU43SlBnWkc3bERKYzAxATBraG9DMHB4R2FESlZlbn0=&h=962f0d611d7d4375911ad78bc35cd8de&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb_7lD3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_IKIUbF8opV1tXKJQ1W4>

Resident / Organization: *:

St. John Maron Church

Event Address*:

2040 Wehrle Dr.

2040 Wehrle Dr., NY Williamsville 14221

Describe Event*:

Attachment: St John Maron App-06262025131010 (RES-2025-594 : Amusement License for St John Maron Church)

Church Fundraiser: Three day festival event includes food booths, children's games, beer tent, live music on one or all days, dance performances. Admission of \$5 on Saturday only. There will be 4 off-duty security officers patrolling beer tent and entire campus.

List All Dates*:

Friday 8/1/25; 5PM - 11PM; Saturday 8/2/25- 2PM - 11PM; Sunday 8/3/25 - 12Noon - 5PM

Start Time*:

05:00 PM

End Time*:

05:00 PM

Please supply a site plan with designated area for the event with your application*:

Festival Parking Layout 2025.pub<https://us-east-2.protection.sophos.com?d=emailmeform.com&u=aHR0cHM6Ly9maWxlcY5lbWFpbG11Zm9ybS5jb20vODc0MDg5L2ZhakUzc08wL0Zlc3RpdmFsJTlWUGFya2luZyUyMExheW91dCUyMDIwMjUucHVl&i=NjE4YmM0NzkWOTc5NDgwZTIzYjMwNmYy&t=V0RPQytDRmhoWlNuRHfkZmtDTGI2S0MzUzZyTHh3OTRMBGFtSWRYRHNVST0=&h=962f0d611d7d4375911ad78bc35cd8de&s=AVNPUEhUT0NFTkNSWVBUSVYEdmerb_71D3nb4T60Vv3-9893M6h5zz5w98jO8t4mPnXmsjFbgBG2x0ab6Ci-qG_IKIUbF8opV1tXKJQ1W4>

Name of Organizer*:

Chuck Mosey

Address*:

St. John Maron Church

2040 Wehrle Dr., NY Williamsville, 14221

Phone*:

716-634-0669

Email*:

stjmaron@gmail.com<<mailto:stjmaron@gmail.com>>

Signature*:

[Image removed by sender.]

Lebanese Festival Design: 2025
St. John Maron Maronite Church · 2040 Wehrle Drive · Williamsville, NY 14221

XX
TEMPORARY BARRICADES XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX




Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Building/Building Maintenance
 Initiated by: **Mark S. Berke**
 Co-Sponsored by:

DOC ID: 30592

RESOLUTION 2025-595
ADOPTED

AWARD OF BID - Restroom Improvements at Williamsville Youth & Family Center

WHEREAS, the Facilities/Building Maintenance Department received bids on May 29, 2025 for Capital Improvements at the Williamsville Youth & Family Center; and

WHEREAS, the bid process resulted in responses from three (3) vendors as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to Peyton Barlow Co. Inc. in the amount of \$82,380.00; and

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

BE IT FURTHER RESOLVED, that approval is contingent on successful completion of the Bid Contract & Specification Tracking Procedure for construction projects.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP1941.4972, \$82,380

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

Bid Tabulation Form
Town of Amherst
Williamsville Youth & Family Center - Capital Improvements
2019-F-0.1
05/29/2025



Contractor Name	Base Bid	Alternate #1	Addenda Acknowledged?	Paperwork in Order?	Bid Bond Attached?
Cavlee Development	\$ 103,000.00	\$ 1,360.00	Yes	Yes	Yes
Peyton Barlow Co. Inc.	\$ 81,480.00	\$ 900.00	Yes	Yes	Yes
Picone Construction	\$ 114,014.00	\$ 2,014.00	Yes	Yes	Yes

Attachment: Bid Tab (RES-2025-595 : AWARD OF BID - Restroom Improvements at Williamsville Youth & Family Center)

Meeting: 07/07/25 03:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

ADOPTED

Packet Pg. 67

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30553

RESOLUTION 2025-597

ADOPTED

Extension of Bid #2021027 Vehicle Lift Inspections, Service & Replacement - CRS #5602

WHEREAS, Filtrec Corporation has agreed to extend the contract for Vehicle Lift Inspections, Service & Replacement (Original CRS #2828);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Filtrec Corporation through August 22, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Filtrec Corporation.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR

Brian J. Kulpa
716-631-7032



DEPUTY
SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS

Jacqueline Berger
Angela Marinucci
Michael Szukala

April 9, 2025

Filtrec Corporation
5440 Lockwood Road
Auburn, NY 13021
ATTN: John Howland, Vice President

Re: CRS 2828 – Bid #2021027 Vehicle Lift Inspection, Service & Replacement

Dear Mr. Howland:

The Town of Amherst wishes to extend this agreement for an additional two year contract period, through August 22, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend ☐ No, I do not wish to extend

Company Name:

Filtrec Corporation

Representative (Please print):

Kelley Currier

Title:

Compliance

Signature:

Kelley Currier

Date:

5/29/2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor

Date


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30567

RESOLUTION 2025-598

ADOPTED

Extension of Bid #2024026 Chrysler Motors Vehicle Service & Parts - CRS #5657

WHEREAS, WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport has agreed to extend the contract for Chrysler Motors Vehicle Service and Parts (original CRS #4978);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport through July 25, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR

Brian J. Kulpa
716-631-7032



DEPUTY SUPERVISOR/COUNCILMEMBER

Shawn Lavin

COUNCILMEMBERS

Jacqueline Berger
Angela Marinucci
Michael Szukala

June 5, 2025

WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport
6200 South Transit Road
Lockport, NY 14094
ATTN: Phil Gow, Manager Commercial Fleet/Wholesale Parts & Service

Re: CRS 4978 – Bid #2024026 Chrysler Motors Vehicle Service & Parts

Dear Mr. Gow:

The Town of Amherst wishes to extend this agreement for an additional two-year contract period, through July 25, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport

Representative (Please print): John A. Wabick Title: Vice President

Signature: [Signature] Date: 6/12/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor

Date


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30588

RESOLUTION 2025-599
ADOPTED

Amendment to Golf Course Architect Task Order - CRS #5662

WHEREAS, Richard Mandell Golf Architecture requested a \$0 change to the existing task order for golf course architecture services related to a Renovation Business Plan (original CRS #4577); and

WHEREAS, the change order requests that the remaining funds of \$9,717.50 be transferred from sub-consultants Wendel and Hydro Designs to RGMA, Inc. to cover additional costs related to the revision of design concepts;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Golf Architecture contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A - Reallocation of funds within the task order.

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



R I C H A R D
M A N D E L L
GOLF ARCHITECTURE

2208 Midland Rd.
Pinehurst, N.C. 28374
tel (910) 255-3111
fax (910) 255-3112

924 West Wrightwood St.
Suite B
Chicago, IL. 60614
tel (910) 255-3111
fax (910) 255-3112

June 17, 2025

Lynda Juul
Town of Amherst
Director of Finance
5583 Main Street
Williamsville, NY 14221

Dear Lynda:

RMGA, Inc. would like to request a \$0.00 change order to our existing contract for golf course architecture services to produce a Renovation Business Plan and Report (agreement dated November 13, 2023).

The change order requests that the remaining funds of \$9,717.50 (not to exceed) be transferred from subconsultants Wendel and Hydro Designs to RMGA, Inc. (as needed) to cover additional costs incurred to produce additional alternative design concepts, further define existing concepts per the Town's request, and revise cost estimates based on said concept work. The work provided by Wendel and Hydro Designs is complete until future phases and contracts (if applicable).

Thank you,

Richard Mandell, ASGCA, ISACA
President
Richard Mandell Golf Architecture

Approved:

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Attachment: Amendment (RES-2025-599 : Amendment to Golf Course Architect Task Order - CRS #5662)




Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30595

RESOLUTION 2025-600
ADOPTED

Amendment to Tyler Technologies Contract - CRS #5668

WHEREAS, the Town entered into a contract with Tyler Technologies for their Time & Attendance module dated June 4, 2024; and

WHEREAS, Tyler Technologies has agreed to amend the effective date of the agreement to more accurately reflect when the system will be implemented;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the to the Time and Attendance contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract amendment with Tyler Technologies; and

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

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Amherst, New York, with offices at 5583 Main Street, Suite 1, Amherst, New York 14221-5499 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 4, 2024 ("Agreement"); and

WHEREAS, Tyler and Client are parties to an amendment dated November 6, 2024 ("2024 Amendment"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Section 1 of the 2024 Amendment is deleted in its entirety and replaced with the following:

"The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of July 1, 2025 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

- a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$16,472, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2025. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - c. Third Party Hardware costs are invoiced upon delivery.
 - d. The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof."
2. Invoice No. 045-500576 dated January 1, 2025 shall be voided and reissued in accordance with the terms of this Amendment.
 3. This Amendment shall be governed by and construed in accordance with the terms and

conditions of the Agreement.

4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Amherst, New York

By: Erik Graney

By: _____

Name: Erik Graney

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 06/18/25

Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 30631

RESOLUTION 2025-601
ADOPTED

Request Proposal for Installation of One (1) Fire Hydrant NYS Route 78 – Transit Road 8003 Transit Road, Town of Clarence

As per the attached petitioner request, we are hereby requesting authorization to have one (1) fire hydrant installed at the above location.

Currently, the fire hydrants in the vicinity of the above project address do not comply with current spacing standards, therefore and in an effort to provide adequate fire protection, the petitioner proposes to install an additional hydrant at no installation cost to the Town. Under our Lease Management Agreement, a resolution from the Town Board is required to allow for the installation of this hydrant. The Town shall pay an annual maintenance fee of \$160.80 for this added hydrant.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

The Town shall pay an annual maintenance fee of \$160.80 for this added hydrant.

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

CARMINAWOOD DESIGN

June 24, 2025

Brian Armstrong, Director of Engineering Services
Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, NY 14221

Re: Office/Warehouse
8003 Transit Road
Clarence, NY

Mr. Armstrong:

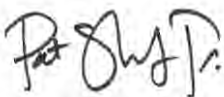
I am writing to formally request the acceptance of a new public fire hydrant to be installed along the west side of Transit Road, directly across from the property located at 8003 Transit Road in the Town of Clarence. The hydrant is proposed to provide adequate fire safety coverage for a planned office/warehouse development at that location. Currently, this stretch of Transit Road lacks consistently spaced public fire hydrants, which presents a potential risk in the event of a fire emergency. The installation of a hydrant at the proposed location would significantly enhance firefighting capabilities and improve emergency response times.

Please note that the project owner, Mr. Collin Hayes, fully understands and accepts responsibility for all costs associated with the installation of the proposed fire hydrant. This includes, but is not limited to, costs for materials, labor, permitting, inspections, and any applicable connection fees as required by the Town of Amherst and the Erie County Water Authority.

For your reference, a utility plan and location map are attached to this letter to illustrate the proposed hydrant location and its context within the existing infrastructure. We respectfully request that the Town of Amherst formally accept the proposed fire hydrant and any associated annual costs after dedication to the Town through a Town Board resolution. This formal acceptance will enable coordination with the necessary agencies to proceed with permitting and construction.

If you should have any questions regarding this letter or the enclosed project documentation, please contact me at (716) 842-3165 x123. Thank you.

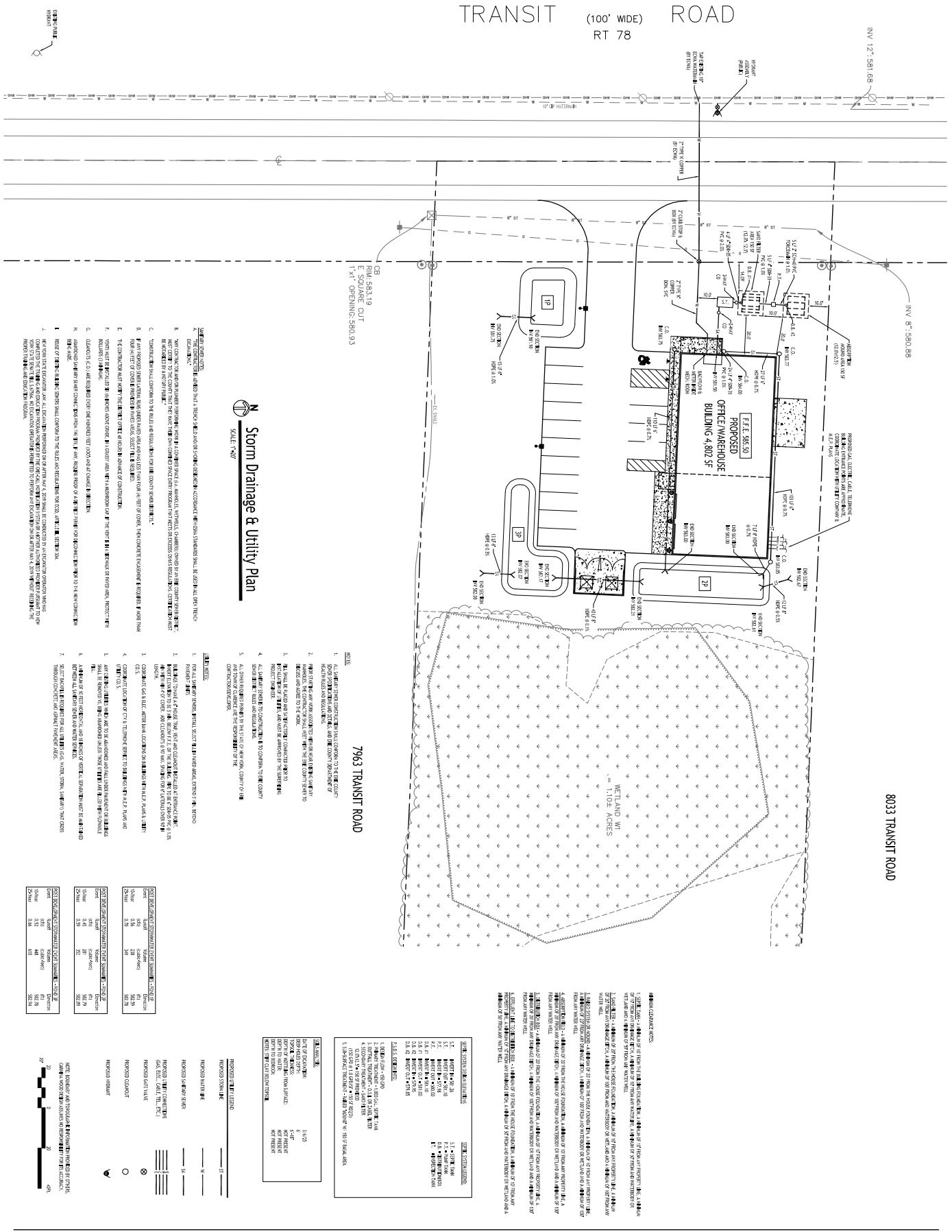
Sincerely,



Patrick Sheedy Jr, PE | Senior Associate

cc: Collin Hayes, Custom Controllerzz

Attachment: 24-4145 Armstrong 2025-06-24 (RES-2025-601 : Request Proposal for Installation of One (1) Fire Hydrant)

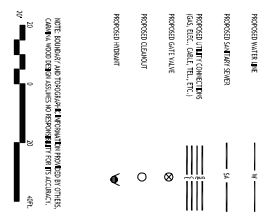


Storm Drainage & Utility Plan

- 1. THE PROPOSED STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CONVEY ALL RAINFALL FROM THE SITE TO THE ADJACENT STREET OR WATERWAY WITHOUT CAUSING FLOODING OR POLLUTION OF THE RECEIVING BODY OF WATER.
- 2. THE PROPOSED STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CONVEY ALL RAINFALL FROM THE SITE TO THE ADJACENT STREET OR WATERWAY WITHOUT CAUSING FLOODING OR POLLUTION OF THE RECEIVING BODY OF WATER.
- 3. THE PROPOSED STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CONVEY ALL RAINFALL FROM THE SITE TO THE ADJACENT STREET OR WATERWAY WITHOUT CAUSING FLOODING OR POLLUTION OF THE RECEIVING BODY OF WATER.
- 4. THE PROPOSED STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CONVEY ALL RAINFALL FROM THE SITE TO THE ADJACENT STREET OR WATERWAY WITHOUT CAUSING FLOODING OR POLLUTION OF THE RECEIVING BODY OF WATER.
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- 7. THE PROPOSED STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CONVEY ALL RAINFALL FROM THE SITE TO THE ADJACENT STREET OR WATERWAY WITHOUT CAUSING FLOODING OR POLLUTION OF THE RECEIVING BODY OF WATER.
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NO.	DESCRIPTION	DATE	BY	CHKD.
1	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
2	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
3	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
4	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
5	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
6	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
7	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
8	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
9	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...
10	PROPOSED STORM DRAINAGE SYSTEM	6/6/25	...	...



7963 TRANSIT ROAD

8033 TRANSIT ROAD

Office/Warehouse

8003 Transit Rd
Clarence, New York



8003 Transit Rd., CLTN



Erie County Water Authority
Buffalo, New York



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 30632

RESOLUTION 2025-602

ADOPTED

National Grid NY EV Make-Ready Program Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5665

The Town has been awarded a reimbursement of up to \$9,813.25 for the installation of an electric vehicle (EV) charging station at Royal Park. These funds will be applied toward Resolution 2024-754, Change Order #01-EC, with Industrial Power and Lighting Corporation. Approval is requested for the following Budget Amendment to reflect the additional funds:

Budget Amendment Increase:

KP 2350-02770	(\$9,813.25)
KP 2350-4972	\$9,813.25

In addition, National Grid requires approval and execution of their Electric Vehicle Infrastructure Make-Ready Program Participant Terms and Conditions. As such, we respectfully request approval to accept the awarded reimbursement and to authorize the Supervisor to execute the attached National Grid NY EV Make-Ready Participant Terms and Conditions.

Thank you for your consideration of these requests.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Budget Amendment Increase:

KP 2350-02770	(\$9,813.25)
KP 2350-4972	\$9,813.25

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



Tim Monahan
Senior Program Manager – Electric Vehicles
585-895-1280
Timothy.monahan@nationalgrid.com

Mary-Diana Pouli
Town of Amherst Parks
187 Royal Parkway West
Williamsville, NY 14221

6/4/2025

RE: (Town of Amherst Parks) - EV Charging Station Approval

Dear Mary-Diana,

Congratulations! Your National Grid NY EV Make-Ready Program application (CE-4983) has been approved at 187 Royal Parkway West, Williamsville, NY 14221 for the reimbursement up to **\$9,813.25** for installation of (2 - Level 2) charging station *plugs*.

Please review, sign and email the attached Terms and Conditions to National Grid at EVNationalgridUNY@nationalgrid.com.

Construction may begin as soon as we confirm that we have received the **signed Terms and Conditions**. **Please notify National Grid when construction begins on this project.** You will have **6 months** from the date of this approval letter to complete construction of the EV charging stations.

Please see the attached “Closeout Checklist” document. This document provides guidance for installation, requirements for as-built drawings and a list of final project information required to accurately record the EV infrastructure for National Grid and Dig Safe locational purposes.

Again, thank you for participating in the National Grid NY EV Make-Ready Program. National Grid encourages you to pursue both state and federal tax incentives or other available funding to further reduce the cost of your EVSE project.

With sincere thanks,

Justin Sholette

Attachment: National Grid Make-Ready Program Backup (RES-2025-602 : National Grid NY EV Make-Ready Program CRS #5665)

Electric Vehicle Infrastructure Make-Ready Program Participant Terms and Conditions

The Participant agrees to participate in the National Grid Electric Vehicle Infrastructure Make-Ready Program ("Make-Ready Program") and/or Load Management Technologies Incentive Program ("LMTIP") offered by Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") pursuant to these terms and conditions ("Terms and Conditions"), set forth herein.

1. Definitions.

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

- 1.1 "Affiliate" means any Person controlling, controlled by, or under common control with, any other Person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.
- 1.2 "Agreement" means the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- 1.3 "Application" means the Make-Ready Program Application and/or the LMTIP Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 "Approved Contractor" means a contractor who has met National Grid's approval criteria to install EV charging infrastructure incentivized through the Make-Ready Program.
- 1.5 "Direct Current Fast Charging Equipment" or "DCFC Equipment" means the direct current fast charging EVSE and Participant's Electric Distribution System Upgrades.
- 1.6 "Energy Storage System" means a set of hardware including a battery and necessary ancillary hardware which can store energy and discharge it when needed as electricity.
- 1.7 "Equipment" means the EVSE, Participant's Electric Distribution System Upgrades, and Participant's LMTIP Upgrades.
- 1.8 "Equipment Activation Date" means the date that the Participant energizes the Equipment installed on the Site.
- 1.9 "EV Service Provider" means vendors providing EVSE or software services to the Participant as part of the Make-Ready Program.
- 1.10 "EVSE" means the Electric Vehicle Supply Equipment.
- 1.11 "EVSE Utilization Data" means charging station utilization information defined by the Program Order provided by the Participant to National Grid or its third-party vendor, which includes, but is not limited to:
 - the number of sessions daily,
 - start and stop times of each charge,
 - the amount of time each vehicle is plugged in per session,
 - peak kW per charging session,
 - kWh per charging session,
 - plug outage information, which is to include the number and duration of outages and is to be differentiated by expected outages (for maintenance) and unexpected outages, and
 - annual aggregated per site data including kWh, percent utilization, and hours of charging.
- 1.12 "Level 2 Equipment" means the alternating current charging EVSE and Participant's Electric Distribution System Upgrades.
- 1.13 "LMTIP Upgrades" means (i) National Grid Electric Load Management System Upgrades and (ii) Participant's LMTIP Upgrades.
- 1.14 "LMTIP Incentive" means National Grid's financial contributions toward the LMTIP Upgrades.
- 1.15 "LMTIP Order" means Order Establishing Load Management Technology Incentive Programs issued by the New York Public Service Commission on August 19, 2024 and any subsequent applicable and relevant orders.
- 1.16 "Make-Ready Electric Upgrades" means (i) National Grid Electric Distribution System Upgrades and (ii) Participant's Electric Distribution System Upgrades.
- 1.17 "Make-Ready Program Incentive" means National Grid's financial contributions toward the Make-Ready Electric Upgrades.
- 1.18 "Medium- and Heavy-Duty Pilot Equipment" means DCFC Equipment and/or Level 2 Equipment for which the Participants are receiving a Make-Ready Program Incentive following the requirements of the Medium- and Heavy-Duty Pilot as described in Make-Ready Program Order.
- 1.19 "National Grid Electric Distribution System Upgrades" means electrical infrastructure that is required to install new EVSE, owned and operated by National Grid, including, but not limited to, transformers, and new or upgraded electric services.
- 1.20 "National Grid Electric Load Management System Upgrades" means electrical infrastructure that is required to install new Participant LMTIP Upgrades, owned and operated by National Grid, including, but not limited to, transformers, and new or upgraded electric services.

1.21 “Participant” means an entity that applies for and receives the incentives available through the Make-Ready Program. This entity may also be responsible for owning, managing, and/or operating the Equipment and may include the developer, site host, equipment owner, Approved Contractor or customer.

1.22 “Participant’s Electric Distribution System Upgrades” means electric infrastructure that is required to install new EVSE, owned and operated by an entity other than National Grid, including, but not limited to, installation of wire and conduit, transformers, or mounting hardware from the Participant’s electrical panel to the EVSE stub.

1.23 “Participant’s LMTIP Upgrades” means electric infrastructure and software that are required to install new Load Management Technologies, owned and operated by an entity other than National Grid, including, but not limited to, installation of wire and conduit, transformers, energy storage equipment, Energy Management Systems, load balancing switches, and contracts for software services.

1.24 “Person” means any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

1.25 “Program Materials” means the documents and information provided by National Grid, and other Make-Ready Program or LMTIP requirements, which may include, without limitation, Make-Ready Program or LMTIP guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Make-Ready Program and/or LMTIP.

1.26 “Make-Ready Program Order” means Order Establishing Electric Vehicle Infrastructure Make-Ready Program and Other Programs issued by the New York Public Service Commission on July 16, 2020 and any subsequent applicable and relevant orders, including the Order Approving Midpoint Review Whitepaper’s Recommendations with Modifications issued November 16, 2023 in Case 18-E-0138.

1.27 “Site” means the property owned or occupied by the Participant where the Equipment will be installed.

1.28 “Term” means the Term as set forth in Section 2 below.

1.29 “Vehicle-to-Grid (V2G)” means a process by which an electric vehicle discharges electricity to National Grid’s electric distribution system or an Energy Storage System.

2. Term.

The Term of this Agreement will commence on the date this Agreement is signed below and conclude five (5) years from the Equipment Activation Date.

3. Participant Eligibility Requirements and Representations and Warranties.

3.1 The Participant is a (i) non-residential electric customer of National Grid, and (ii) the owner of the Site or has the right and/or express written authority to install the Equipment on the Site. Participant shall obtain any required approvals from property owners, landlords and/or corporate offices.

3.2 The Participant agrees to install EVSE consistent with the Make-Ready Program Order, perform the required Participant’s Electric Distribution System Upgrades, install the Participant’s LMTIP Upgrades per the Application as approved by National Grid, and establish any necessary electric service orders with National Grid.

3.3 The Participant agrees to install Equipment in compliance with all federal, state, and local laws and/or codes, and to follow all applicable electric codes and standards.

3.4 The Participant represents that the Site is free from “hazardous waste,” as that terminology is defined in applicable state and federal laws and regulations. In the event pre-existing “hazardous waste” is discovered at the Site during installation of the MakeReady Electric Upgrades, the Company’s only obligation is to notify the Participant who shall have the sole obligation to remediate said “hazardous waste” to the satisfaction of the appropriate regulatory agency.

3.5 The Site is free from any property restrictions that would prohibit the installation of the Make-Ready Electric Upgrades, including any institutional controls and/or engineering controls as defined in 6 NYCRR Part 375-1.2. In the event any of these controls exist on the Site, the Participant is solely responsible for compliance under the appropriate regulatory agency. The Participant is not aware of any such property restrictions regulated under any applicable federal, state, or local environmental law for which the Participant has not obtained an approval for the Make-Ready Electric Upgrades.

3.6 The Participant represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

4. Participant Obligations.

The Participant shall:

4.1 Provide National Grid with estimates of the total project cost including but not limited to the cost of Participant’s Electric Distribution Upgrades, EVSE purchase costs, Participant’s LMTIP Upgrades, and installation/commissioning costs as required in the Application.

4.2 Obtain all necessary approvals, permits and licenses for the installation and operation of Equipment.

4.3 Install EVSE and Participant’s Electric Distribution Upgrades using only members of the Approved Contractor list.

4.4 Perform Participant’s Electric Distribution System Upgrades required to support the activation and operation of the EVSE on the Site.

4.5 Maintain all Equipment in a safe manner pursuant to Section 7 below.

4.6 Ensure the EVSE used follows the Communications Standards Requirements pursuant to Section 10 below.

4.7 For Participants receiving a Make-Ready Program Incentive for Level 2 Equipment that is not Medium- and Heavy-Duty Pilot Equipment, complete construction of Equipment within six (6) months from the date the Application is approved by National Grid.

For Participants receiving a Make-Ready Program Incentive for DCFC Equipment and/or Medium- and Heavy-Duty Pilot Equipment, complete construction of Equipment within one year from the date the Application is approved by National Grid. The Participant may submit an extension request for National Grid's consideration prior to this deadline. National Grid may, in its sole discretion, approve on a case-by case basis.

4.8 Provide the required documentation and invoices to National Grid pursuant to Section 8 below.

4.9 Rectify any issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 12 below.

4.10 Be accessible to National Grid and, as requested from time to time by National Grid, answer National Grid's or its contractor's questions regarding the performance of the EVSE and Participant's LMTIP Upgrades.

4.11 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 11 below.

4.12 For Participants receiving a Make-Ready Program Incentive, maintain and display easily identifiable and up-to-date contact information for the EV Service Provider on each charging station.

4.13 Pay the electricity costs for EVSE and Participant's LMTIP Upgrades (if applicable) on Site.

4.14 Notify National Grid of any vandalism, malfunction, or suspected malfunction of the Equipment.

4.15 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.

4.16 For Participants receiving a Make-Ready Program Incentive for DCFC Equipment, ensure each EVSE installed is operational ninety-five percent (95%) of the time on an annual basis. An EVSE is considered operational if it is either currently performing a charging session, or available to start a charging session should a user follow the standard operating practices to initiate a session.

4.17 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, ensure the Site is operational at least ninety-nine percent (99%) of the time on an annual basis with the Site being considered operational when at least half of the DCFC Equipment is operational.

4.18 For Participants receiving a LMTIP Incentive, ensure the Site maintains eligibility for LMTIP by participating in a complementary offering as listed in the Program Materials for the Term.

5. National Grid Obligations.

National Grid or its contractor will:

5.1 Install and maintain any necessary National Grid Electric Distribution Upgrades and National Grid Electric Load Management System Upgrades at the Site.

5.2 Pay the applicable portions of the Make-Ready Program Incentive associated with Participant's Electric Distribution System Upgrades and LMTIP Incentive associated with Participant's LMTIP Upgrades to the Participant following receipt of invoices and required documentation from the Participant.

6. EVSE Utilization and Reporting.

6.1 Participant shall provide the required EVSE Utilization Data. As required by the Make-Ready Program Order and the LMTIP Order, for the Term of this Agreement, the Participant shall provide, or authorize the EV Service Provider to provide, complete EVSE Utilization Data to National Grid and any authorized third-party vendor acting on behalf of National Grid. The EVSE Utilization Data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. EVSE Utilization Data is required starting from the Equipment Activation Date until the end of the Term of this Agreement.

6.2 Additionally, the Participant and the EV Service Provider shall make a reasonable attempt to provide National Grid and any authorized third-party vendor acting on behalf of National Grid with additional information relevant to this Agreement and the Participant's participation in the Program which is necessary for regulatory reporting by National Grid and for evaluation by National Grid.

6.3 In addition to the EVSE Utilization Data, if the Participant received a LMTIP Incentive for a Site where the Participant's LMTIP Upgrades include an Energy Storage System, then the Participant shall provide, or authorize the EV Service Provider, or authorize an alternative designated third-party to provide the following data to National Grid and any authorized third-party vendor acting on behalf of National Grid. This data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. This data will be for energy flows in kilowatt-hours in intervals of fifteen (15) minutes or more frequent for the following locations at the Site (if the location and/or capability exists at the Site):

- Input to the Energy Storage System(s) from the distribution grid,
- Input to the Energy Storage System(s) from any energy generation source other than via the distribution grid, and
- Input to the EVSE and/or Energy Storage System(s) of any Vehicle-to-Grid (V2G) activity.
- Output of the Energy Storage System(s) to each EVSE that is connected to the Energy Storage System(s),
- Output from the Energy Storage System(s) to other non-EV charging equipment at the Site,
- Output from the Energy Storage System(s) to the distribution grid

7. Equipment Installation and Maintenance.

The Participant shall obtain the Equipment and shall install the Equipment on the Site. Except as otherwise provided hereunder, neither National Grid nor its contractors or agents shall be responsible for performing any work in connection with the installation of Equipment. The Participant understands and agrees that after the Equipment is installed, the Participant shall operate and maintain the Equipment in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein.

The Participant shall, at the Participant's sole expense, be responsible for any necessary repair and replacement of the Equipment and/or replacement of any necessary parts of the Equipment.

8. Incentive Processing.

National Grid must preapprove the cost of the Participant's Electric Distribution Upgrades and/or Participant's LMTIP Upgrades prior to the Participant or its contractor commencing any work on such upgrades. The Participant shall provide National Grid with reasonable, estimated, and properly documented costs for the Participant's Electric Distribution Upgrades, EVSE, and Participant's LMTIP Upgrades. National Grid will assess the Application, the costs associated with the Participant's Electric Distribution Upgrades, and the costs associated with the National Grid Electric Distribution Upgrades to determine the Make-Ready Program Incentive for which the Participant is eligible. National Grid will assess the Application, the costs associated with the Participant's LMTIP Upgrades, and the costs associated with the National Grid Electric Load Management System Upgrades to determine the LMTIP Incentive for which the Participant is eligible. Within ninety (90) days following completion of construction, the Participant must provide all invoices and other required documentation pursuant to the program requirements under the Program Materials. If the Participant does not provide the required information and documentation in accordance with the Program Materials, then National Grid may, in its sole discretion, terminate this Agreement. Within ninety (90) days following receipt of invoices and all required documentation, National Grid will pay the applicable portion of the Make-Ready Program Incentive and/or LMTIP Incentive to the Participant.

9. Change of Ownership.

The Participant may not assign or delegate any of its rights or obligations under this Agreement without the express written consent of National Grid, which shall not be unreasonably withheld.

If at any time during this Agreement, the Participant intends to transfer its ownership of the Equipment to a third-party new owner, the Participant will provide National Grid at least sixty (60) days prior written notice of such assignment. Such notice will include the name and address of such third-party, and a copy of the asset transfer agreement. In such an instance, the Participant is required to transfer all of their obligations under this Agreement for the remaining time of the Term to the third-party new owner of the Equipment.

Notwithstanding anything to the contrary under this Section, the Participant will be responsible and liable under this Agreement until its termination or expiration. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 14 below.

10. Equipment Communications Standards Requirements.

10.1 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, National Grid will require as a condition of Application approval the Participant to demonstrate that the EVSE to be installed has hardware conformance with International Organization for Standardization (ISO): ISO 15118 part 3 and hardware and software conformance with capability to enable ISO 15118 parts 2 or 20.

10.2 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, on or after November 16, 2024, National Grid will require, as a condition of Application approval, the Participant to demonstrate that the EVSE to be installed has hardware conformance with Open Charge Point Protocol (OCPP): OCPP version 2.0.1 or later.

10.3 For Participants receiving a Make-Ready Program Incentive for DCFC Equipment or Level 2 Equipment, on or after June 1, 2025 National Grid will require as a condition of Application approval the Participant to demonstrate that the EVSE to be installed have hardware and software conformance with International Organization for Standardization (ISO): ISO 15118 part 3 and capability to enable ISO 15118 parts 2 or 20 and have hardware conformance with Open Charge Point Protocol (OCPP): OCPP version 2.0.1 or later.

11. Access.

11.1 Participant shall allow National Grid or its authorized vendor access to the Site to: (i) perform verification of the installation and activation of EVSE and/or Participant's LMTIP Upgrades during the Term; and (ii) to prepare the Site for work required in connection with the Make-Ready Program and/or LMTIP including, without limitation, for certain assessments required for an Application, the installation of National Grid Electric Distribution Upgrades, the installation of National Grid Electric Load Management System Upgrades, inspection (post and periodic) of the EVSE and/or Participant's LMTIP Upgrades, and emergency or maintenance issues relating to the National Grid Electric Distribution Upgrades and/or National Grid Electric Load Management System Upgrades. The Participant shall cooperate in good faith with National Grid to obtain easement(s), as necessary, including promptly signing any required applications. National Grid may record a "Standard Form Notice of Contract" in lieu of an easement to evidence its right to access the Site.

11.2 If the Make-Ready Program Incentive provided to the Participant was provided at the "Public" incentive level, then the Participant is required to make the EVSE(s) available for public use and access by compatible electric vehicles without an access fee (unless the Site is owned by the municipality), starting at the Equipment Activation Date until the end of the Term of this Agreement.

12. Monitoring and Inspection.

12.1 National Grid or its authorized third-party vendor may access the Site to perform an initial site assessment.

12.2 The Participant shall address and resolve any and all issues discovered by the Participant or identified during an inspection by National Grid or its authorized third-party vendor and communicated to the Participant by National Grid. The Participant shall resolve issues in order to be eligible for any of the Make-Ready Program Incentive and/or LMTIP Incentive from National Grid.

12.3 National Grid may monitor the use of the EVSE and/or Participant's LMTIP Upgrades and periodically inspect the same in order to verify the Participant's compliance with the Agreement, Make-Ready Program requirements, and/or LMTIP requirements, and to obtain certain information, including, without limitation, usage information, and the Participant's participation in its obligations and duties under this Agreement.

12.4 The Participant shall cooperate in good faith with National Grid and/or its authorized third-party vendor and provide any requested information in connection with National Grid's monitoring and inspections of the EVSE, the Participant's Electric Distribution Upgrades, and/or Participant's LMTIP Upgrades. The Participant understands and agrees that neither National Grid nor its authorized third-party vendor shall perform any kind of safety, code, or other compliance review of the EVSE, Equipment, or the Site.

13. Program Participation and Modification.

Once the Participant submits to National Grid the Application and required documentation, National Grid shall inform the Participant in writing regarding the Participant's eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Make-Ready Program and the LMTIP.

14. Termination.

14.1 National Grid may, in its sole discretion, at any time and without notice, terminate this Agreement for convenience or cause.

14.2 If National Grid terminates this Agreement for cause or the Participant terminates the Agreement before the end of the Term, the Participant shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over 5 years) installation costs for the Make-Ready Electric Upgrades and/or the LMTIP Upgrades.

15. Name and Logo Use.

The Participant shall not use National Grid's name or logo without express written authorization from National Grid. Any authorized use of National Grid's name and logo must be reviewed and approved by National Grid and such use must strictly adhere to National Grid's specific name and logo use/branding requirements.

16. Confidentiality.

The Participant grants National Grid the right to use and reference for promotional and regulatory purposes the Participant's participation in the Program. National Grid shall keep in strict confidence any Participant confidential information and any confidential EVSE Utilization Data. National Grid shall exercise reasonable care to maintain the confidentiality of the Participant's information and shall not disclose confidential information to any third parties, except to the extent expressly permitted by these Terms and Conditions.

17. Liability.

The Participant shall be liable for any claims, liability, losses, damages and costs to the extent arising from any act of omission on the part of the Participant or its contractors, employees or any person for whom the Participant is legally responsible who causes injury to persons (including death) or damage to property except to the extent liability results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement. With the exception of the Participant's indemnity obligations hereunder, neither the Participant nor National Grid shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third-party claims for personal injury or property damage, National Grid's liability to the Participant under this Agreement, regardless of the number of claims, shall not exceed to the total amount of the Make-Ready Program Incentive associated with the Participant's Electric Distribution System Upgrades and the LMTIP Incentive associated with the Participant's LMTIP Upgrades paid by National Grid to the Participant under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

18. Tax Liability.

The benefits conferred upon the Participant through participation in the Make-Ready Program and/or the LMTIP, including the receipt of the Make-Ready Program Incentive and/or LMTIP Incentive, may be taxable by the federal, state, and/or local government. The Participant is responsible for declaring and paying all such taxes and should seek the appropriate tax advice as Participant deems necessary. National Grid is not responsible for the payment of any such taxes.

19. Indemnification.

The Participant shall indemnify, defend and hold harmless National Grid, its Affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) brought by or for third parties (collectively, "Loss") to the extent arising out of or resulting from the Participant's participation in Program or the Participant's acts or omission under this Agreement, except to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

20. Disclaimer of Warranties.

Except as expressly stated herein, National Grid makes no representations, warranties or guarantees in connection with the Agreement. National Grid does not make any representations of any kind regarding the benefits, adequacy or safety of the EVSE. The Participant understands and agrees that National Grid is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to the EVSE or any related work. The Participant further understands and agrees that neither National Grid nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or Site. This Section shall survive the termination or expiration of the Agreement.

21. Removal of Equipment.

The Participant understands and agrees that as a condition of participation in the Program to properly remove and dispose of or recycle the Equipment in accordance with all applicable laws and regulations. The Participant further understands and agrees to pay the cost to remove the Participant's Electric Distribution Upgrades and/or Participant's LMTIP Upgrades should the Participant desire removal of such upgrades.

22. Compliance with Laws.

The Participant shall, and shall require its subcontractors, agents and employees to, comply with all applicable Federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety rules and regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.

23. Notice.

All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (i) if to National Grid at 300 Erie Boulevard West, Syracuse, NY 13202, Sales and Program Operations, Bldg. 3 – Customer Energy Delivery Attention: Program Manager Electric Vehicles; and (ii) if to the Participant, at the address of the Site as set forth in the Application.

24. Governing Law.

The Agreement shall be interpreted and enforced according to the laws of the State of New York without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of State of New York. The Participant hereby submits to the courts of the State of New York for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

25. Assignment.

This Agreement may not be assigned by the Participant without the express written consent of National Grid.

26. Amendment.

There shall be no amendment to this Agreement or any Program guidelines unless such is made by National Grid and mutually agreed upon by the Participant and National Grid.

27. No Third-Party Beneficiaries.

This Agreement does not grant any rights to any third parties.

28. Entire Agreement.

This Agreement constitutes the entire agreement between National Grid and the Participant with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.

☐ Participant has read, understands, and agrees to these Terms and Conditions.

Project CE-#:	
Participant:	
Signature:	
Printed Name:	
Date:	


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 30633

RESOLUTION 2025-603
ADOPTED

Addendum #2 & Final to Contract for Special Inspections & Testing – Whitestone Associates Engineering & Geology NY, PLLC Royal Park Sports Complex T.O.A. Project No. 2019.055 CRS #5658

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced final Addendum to our special inspections contract at Royal Park, which proposes an increase to this overall contract by \$7,348.64. This adjustment provides for supplemental reinforced concrete inspections and testing required beyond the initial scope outlined in our original proposal approved as per resolution 2024-515 on June 10, 2024.

Based on the same unit prices included in Whitestone's original proposal summary and the supplemental required testing, Whitestone has prepared the attached addendum #2 for the additional testing costs needed to fulfill the project's regulatory requirements.

Funds are available for this contract from KP2303.4971. Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

an increase to this overall contract by \$7,348.64. Funds are available for this contract from KP2303.4971.

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



116 GRUNER ROAD
BUFFALO, NY 14227
716.770.0078
whitestoneassoc.com

PROPOSAL ADDENDUM #2

May 5, 2025

via email

TOWN OF AMHERST

1100 North Forest Road
Williamsville, New York 14221

Attention: Mr. Michael Hitzel
Project Architect

**Regarding: PROPOSAL ADDENDUM #2
CONSTRUCTION PHASE TESTING & INSPECTION SERVICES
PROPOSED ROYAL PARK SPORTS COMPLEX
187 WEST ROYAL PARKWAY
AMHERST, ERIE COUNTY, NEW YORK
WHITESTONE PROJECT NO.: GR2422073.Y00**

Dear Mr. Hitzel:

Whitestone Associates Engineering & Geology NY, PLLC (Whitestone) is pleased to submit this Addendum #2 to provide supplemental reinforced concrete inspections and testing. The requested net increase to the May 23, 2024 *Proposal* is **\$7,348.64**.

This addendum is subject to the *Terms and Conditions* of the aforementioned *Revised Proposal Agreement for Services*. Any additional services or out-of-scope work items will be confirmed in writing. Please acknowledge your acceptance of this change order by signing where indicated below.

Whitestone appreciates the opportunity to be of continued service to the Town of Amherst. Please do not hesitate to contact us with any questions regarding this request.

Sincerely,

WHITESTONE

Charles B. Guzzetta, P.G.
Regional Manager, Upstate New York

Ryan R. Roy, P.E.
Vice President

CG/ja P:\Job Folders\2024\2422073GR\Proposals and Contracts\GR2422073 Proposal Addendum #2.doc

Office Locations:

NEW JERSEY

PENNSYLVANIA

MASSACHUSETTS

CONNECTICUT

FLORIDA

NEW HAMPSHIRE



Town of Amherst
Proposal Addendum #2
187 West Royal Parkway
Amherst, New York
May 5, 2025
Page 2

ACCEPTED:

TOWN OF AMHERST

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Attachment: Whitestone Proposal and Back up (RES-2025-603 : Addendum #2 & Final to Contract for Special Inspections & Testing -



CPT&I SERVICES (Unit Rate)	<u>½ - Day¹</u>	<u>Full Day²</u>	<u>Overtime³</u>
<u>Materials Testing</u>			
Soil Compaction Testing:	\$ 240.00	\$ 480.00	\$ 75.00/hr
Concrete Technician:	\$ 240.00	\$ 480.00	\$ 75.00/hr
Senior Inspector/Geologist:	\$ 320.00	\$ 640.00	\$ 95.00/hr
Wood Framing Inspector:	\$ 360.00	\$ 720.00	\$ 110.00/hr
<u>Project Management, Engineering & Reporting</u>			<u>Hourly Rate</u>
Staff Engineer:			\$ 115.00/hr
<u>Related Expenses</u>			<u>Unit Rate</u>
Laboratory Proctor Test:			\$ 175.00 each
Concrete Compressive Strength Test:			\$ 22.00 each
Sieve Analysis (Dry):			\$ 65.00 each
Moisture Content:			\$ 20.00 each
Specific Gravity:			\$ 25.00 each
Mileage:			\$ IRS rate/mile ⁴
Equipment Fee:			\$ 55.00/day

- ¹ Minimum half-day rates are considered up to four hours on site.
- ² Full day rates are considered from four hours to eight hours on site during normal hours of 5:00 AM to 6:00 PM.
- ³ Overtime rates apply for hours billed in excess of eight hours per day or on weekends and holidays. Nightwork conducted between 6:00 PM and 5:00 AM will be billed at overtime rates.
- ⁴ Mileage – IRS rate/mile plus tolls and hourly travel time where applicable.

Additional consultation or engineering services including attending meetings, participating in conference calls, preparing supplemental correspondence and/or budgetary cost projections or other activities not specified will be billed in addition to the pricing above.

This proposal is subject to the *Terms and Conditions* outlined above and as attached hereto. Costs are exclusive of reimbursable expenses not specified, and additional services or out-of-scope work items will be confirmed in writing and invoiced in accordance with Whitestone's *Professional Services Rate Schedule* (copy attached) or a supplemental proposal. Please acknowledge your acceptance of this proposal by signing where indicated below.

Whitestone appreciates the opportunity to present a proposal for this project and looks forward to being of service to the Town of Amherst. Please contact us with any questions regarding this proposal.

Sincerely,

WHITESTONE

Charles B. Guzzetta, P.G.
Regional Manager, Upstate New York

Ryan R. Roy, P.E.
Vice President

Royal Park Sports Complex

Professional Services Special Inspections & Testing

T.O.A. Job No. 2019.055

ADDENDUM 2 PROPOSAL ESTIMATED HOURS

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
<u>Professional Services</u>			
Administrative Assistant	2	\$ 65.00 per hour	\$ 130.00
Staff Engineer / Inspector	2	\$ 85.00 per hour	\$ 170.00
		subtotal	\$ 300.00
<u>Field Services</u>			
Concrete Half Day	11	\$ 240.00 Each	\$ 2,640.00
Concrete Full Day	1	\$ 480.00 Each	\$ 480.00
Senior Inspector / Geologist Half Day	3	\$ 320.00 Each	\$ 960.00
Senior Inspector /Geologist	1	\$ 640.00 Each	\$ 640.00
		subtotal	\$ 4,720.00
<u>Equipment Fee</u>			
Equipment Fee	16	\$ 55.00 per day	\$ 880.00
		subtotal	\$ 880.00
<u>Laboratory Services</u>			
Concrete Cyl. Compressive Strength Test	60	\$ 22.00 Each	\$ 1,320.00
		subtotal	\$ 1,320.00
<u>Reimbursable Expenses</u>			
Mileage	192	\$ 0.67 per mile	\$ 128.64
		subtotal	\$ 128.64
OVERALL ESTIMATED TOTAL			\$ 7,348.64



May 23, 2024 (the "Effective Date")

STANDARD TERMS AND CONDITIONS (the "Terms and Conditions")

These Terms and Conditions form a part of the proposal of **WHITESTONE ASSOCIATES ENGINEERING & GEOLOGY NY, PLLC** and/or **WHITESTONE ASSOCIATES, INC.** (collectively, the "Firm"), and **TOWN OF AMHERST** (the "Client"):

I. INTERPRETATION AND CONSTRUCTION.

A. The Firm is involved in the business of providing professional engineering and professional geologist services, which may include environmental, geotechnical and construction support services. Client seeks to engage the Firm, and the Firm accepts such engagement, to provide various types of services on Client's projects (each a "Project") pursuant to the terms hereof and each separate proposal (each a "Proposal") to be executed by the parties.

B. The parties desire for these Terms and Conditions to govern the relationship between the parties. Unless otherwise specifically set forth in a Proposal, in the event of a conflict or inconsistency between the Terms and Conditions and a Proposal, the Terms and Conditions shall take precedence, govern and control. The parties hereby acknowledge that these Terms and Conditions shall be incorporated by reference into each Proposal, as if fully set forth at length therein. The Terms and Conditions, collectively with the Proposal shall be referred to herein as the "Agreement".

II. THE SERVICES.

A. Client hereby retains the Firm to provide the services as set forth in one or more Proposals (hereinafter the "Services"). The "Services" shall also include any additional or different services requested by the Client and the provision of which is agreed-upon by the Firm.

B. In the event that the Proposal includes the provision of Services to be provided by one or more Licensed Site Remediation Professionals ("LSRP"), the LSRP Rider shall be incorporated herein and made a part hereof.

C. In the event that the Proposal includes the provision of underground storage tank services, the Underground Storage Tank Services Rider shall be incorporated herein and made a part hereof.

III. PROFESSIONAL RESPONSIBILITY. The Firm represents that the Services shall be performed within the limits described in accordance with the "Scope of Services" contained in the Proposal, and in a manner consistent with that level of care and skill ordinarily exercised by comparable professional firms under similar circumstances at the time the Services are performed. No other representations to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Firm does not guarantee the ultimate approval or success of the Client's Project. The Firm is not liable for consequential punitive, compensatory, incidental, liquidated or delay damages caused by the ultimate approval or success of the Client's Project or time lines of the completion of the Services. The Firm's Services cannot be construed to be, and are not, a guarantee or assurance Client will have no or any reduced level of environmental liabilities or that undetected environmental problems do not exist or will not arise in the future.

IV. CLIENT RESPONSIBILITY. Client will provide to the Firm all available information material, data, and assistance for performance of the Services in compliance with all applicable laws, including and without limitation, previous reports and any other data affecting the site upon which the Services are to be performed (the "Site"). In the event that Client does not own the Site, Client represents and warrants that Client, Client's agents, employees, staff, consultants, contractors and subcontractors, have been granted a right of entry to the Site as is necessary for the Firm's performance of the Services. Client will ensure that access to the Site is available to the Firm at all reasonable times, and Client will make available to the Firm's representatives those of Client's employees, if any, who are knowledgeable concerning the Site. Client will designate in writing the person to act as Client's representative with respect to the Services to be performed, and such person will have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to the Services. The Firm shall be entitled to rely upon all information obtained from Client. The Firm does not assume control of or responsibility for the Site or the person in charge of the Site, or undertake any responsibility other than that required by law, for reporting to any federal, state, or local agencies any conditions at the Site that may present an actual or potential danger to public health, safety, or the environment.

V. PAYMENT TERMS. Invoices for Professional Services and expenses incurred shall be generated on a monthly basis, and are due and payable within 30 days of receipt. If an invoice becomes delinquent, the Firm reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice to Client. Client shall release, indemnify and hold the Firm harmless from and against any and all damages of any kind whatsoever resulting from a cessation of the Services for Client's failure to make payment in accordance with this Agreement. In the event the Firm seeks legal action against Client in connection with Client's payment obligations under this Agreement, the Client shall reimburse the Firm for all costs of collection, including but not limited to, all costs an expenses (including reasonable attorneys' fees) and any other related expenses in connection with such action. Further, the Client agrees to pay the Firm the full portion of any and all unpaid amounts ~~plus an interest charge equal to 1.5% per month of all monies thirty (30) days past due.~~ up to and including the time of payment. In the event a retainer is requested by the Firm, those monies will be applied to the final invoice generated by the Firm. Any excess amount will be refunded to the Client within 14 days after the Firm's receipt of payment.

VI. NOTIFICATION OF HAZARDS. Client shall inform the Firm of any known potentially hazardous substance, environmental contamination, or condition that presents or could present a potential danger to human health or the environment, which exists in, at, or near the Site (collectively, "Hazards"). Client releases and shall indemnify, defend and hold harmless the Firm and each Firm Covered Person from and against any and all Losses (as defined in Section XII hereof), including Losses for personal injury, disease, initial and ongoing medical expenses, including, but not limited to, continued health monitoring, death, property damage and economic-based claims that arise out of (a) Client's failure to advise the Firm of Known Hazards, or (b) unanticipated occurrence of Hazards discovered during the provision of the Services.

VII. JOB SITE HEALTH AND SAFETY. The Firm's sole responsibility for maintaining compliance with the Occupational Safety and Health Act of 1970, as amended, and the rules, standards and regulations promulgated thereunder (collectively, "OSHA") is to ensure compliance with such OSHA rules and regulations by Firm employees and Subcontractors. The Firm shall not be responsible for OSHA compliance as it applies to any other party not under Firm's control. Without limiting the generality of the foregoing, the Firm shall have no responsibility for OSHA compliance by or relating to Client or any party providing services on the Site, or any employee, agent, representative, officer, director, owner, or independent contractor of any of the foregoing parties.



VIII. BURIED UTILITIES; SITE DISTURBANCE. Client shall notify the Firm of the location of all known private subsurface utility lines, man-made objects and underground structures located beneath the Site. Prior to conducting any subsurface work, the Firm will call the local utility "One Call" services and engage an underground marking and utility locator service (if authorized by Client) in an attempt to locate subsurface utility lines and other man-made objects that may exist beneath the Site. Client recognizes that the Firm's research may not identify all subsurface utility lines, man-made objects and underground structures. The Firm will take commercially reasonable precautions to avoid damage or injury to any subsurface utilities or structures known to the Firm. Client further recognizes that subsurface conditions may vary from those encountered at the location of the Site where, and at the time when, borings, sampling, or testing are performed by the Firm in connection with its Site research, and that the data provided by the Firm are based solely on the information available to the Firm. Client acknowledges that the equipment used to perform the Services may affect, alter, or damage the terrain, vegetation, buildings, structures, and equipment in, at, or on the Site.

Firm shall backfill each test location once with soil excavated from the Site and shall patch the upper surface of paved areas above the location from which the test boring was obtained with cold-patch asphalt and/or grout. Such patches and the location and surrounding proximate surface, subsurface, horizontal and vertical area will require ongoing and continuous supervision, inspection, maintenance and repair. Firm assumes no responsibility for damage resulting from future settlement at any or all of the test areas and/or patches and the surrounding proximate surface, subsurface, horizontal and vertical area thereof.

IX. PUBLICATIONS. Client agrees that the Firm may use and publish a general description of the Services performed by the Firm in advertising and qualifications, which advertising may include, without limitation, brochures and other promotional material (including print and electronic media). Client's covenants contained in this Section IX will survive the termination of this Agreement.

X. OWNERSHIP OF DOCUMENTS. All reports, field data, notes, calculations, estimates, drawing documents and other items prepared by the Firm are instruments of service and shall remain the joint property of the Firm and the Client. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for will be returned upon demand, and will not be used for any other purposes whatsoever. The Firm will retain all pertinent records related to the Services performed during which period, the records will be made available to the Client at reasonable times, providing no outstanding account balances exist. Items prepared by the Firm are not intended for use other than for the above Project. Use in any other Project or reuse by the Client for other Projects will be at Client's sole risk. Any electronic media and documents on computer disk prepared by the Firm are subject to use only by express written permission by the Firm, and are not considered the Client's property. In the event the Client utilizes this information without written permission, or utilizes any of the Firm's work product in any fashion specifically not authorized by the Firm, the Client does so at their own risk and shall defend, indemnify and hold the Firm harmless for any damages or claims that may arise as a result of such utilization.

XI. DISCLOSURE TO THIRD PARTIES. Client acknowledges that the Services may be subject to State, Regional or Federal reporting requirements and the reporting and notification requirements thereof. The Firm's technical and pricing information are confidential and proprietary information of the Firm and Client may not disclose such information without the Firm's express prior written consent.

XII. INDEMNIFICATION. Client and Firm release and agree to indemnify and hold harmless each other and each of their officers, directors, agents, employees, consultants and each of their respective successors and assigns (collectively, the "Covered Persons") from and against any and all claims, liabilities, losses, proceedings, suits, actions, damages or expenses of any kind (under any theory under contract, tort, statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentations, or any other theory), including consequential, incidental, special, exemplary and punitive damages, and also including court costs and reasonable attorneys' fees (collectively "Losses") which arise out of any (i) negligent or willful acts or omissions by the Client's or Firm's owners, agents, directors, officers and employees, (ii) breach of this Agreement by the Client's or Firm's owners, agents, directors, officers and employees, (iii) personal injury or property injury claims relating to the Services, the Site or any Hazards, (iv) violations by the Client's or Firm's owners, agents, directors, officers and employees, of any federal, state or local law, regulation or rule, whether or not such violations arise out of, or occur in connection with, the Services.

XIII. TERM AND TERMINATION.

A. Term. This Agreement shall be in effect as of the Effective Date and shall remain in effect until the anniversary thereof (the "Term") or until such later date as may be set forth in a Proposal (it being understood that this Agreement will not terminate in the event the term set forth in a Proposal is longer than the term set forth herein). ~~Thereafter, this Agreement will automatically renew for additional periods of one year each (each an "Additional Term"), unless either party notifies the other party in writing at least sixty (60) days prior to the end of the Term or applicable Additional Term of its intent not to renew.~~

B. Termination.

1. This Agreement may be terminated by either party upon fourteen (14) days' written notice, should any terms not be performed in accordance with this Proposal. In the event of termination, the Firm shall be paid in full for (i) the Services rendered through the actual date of termination (ii) for any unpaid expenses, and (iii) reasonable expenses incurred by the Firm from such termination, including, but not limited to, reasonable winding down expenses.

2. Termination by Client shall be by written notice to Thomas K. Uzzo, Whitestone Associates, Inc., 30 Independence Boulevard, Suite 250, Warren, New Jersey 07059, tuzzo@whitestoneassoc.com. Termination by the Firm shall be made by written notice to the addressee of this Agreement. Such notice of termination will become effective when received by the non-terminating party unless a later date is specified therein.

XIV. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

A. The Firm shall only be responsible for delivering the Services to Client. The Firm, acting in good faith, shall not be liable for any action, omission, or loss in connection with the Agreement.

B. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH IN SECTION III ("PROFESSIONAL RESPONSIBILITY") OF THESE TERMS AND CONDITIONS, THE FIRM MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR OTHERWISE AND THE FIRM HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. LIMITATION OF LIABILITY. THE FIRM'S ENTIRE LIABILITY TO CLIENT FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY THE FIRM, OR IN ANY WAY RELATED TO A PROJECT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE FIRM BY CLIENT UNDER THE TERMS OF THE PROPOSAL THAT COVERS THE PROJECT THAT SERVES AS THE BASIS FOR THE CLAIM. IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY



INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER. IN ADDITION, IN NO EVENT SHALL ANY FIRM COVERED PERSON BE LIABLE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES OF ANY KIND WHATSOEVER IN ANY WAY ARISING OUT OF OR RELATING TO ANY OR ALL ACTS OR OMISSIONS OF CLIENT AND/OR ANY THIRD PARTY, ANY DAMAGE CAUSED BY CLIENT AND/OR ANY THIRD PARTY, OR ANY INJURY TO CLIENT, AND/OR ANY THIRD PARTY, IN CONNECTION WITH OR RELATED TO THE SERVICES, OR THE FIRM'S PERFORMANCE HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE).

XV. TESTIMONY. Client shall compensate the Firm at the Firm's applicable hourly rate in the event that the Firm or any of its personnel agrees or is compelled to testify and/or provide documents in any lawsuit or legal action related to this Agreement, the Services or the Site. In addition, Client shall reimburse the Firm for all reasonable actual out-of-pocket expenses incurred by the Firm in connection with responses to subpoenas and other similar legal orders issued to the Firm in respect to the Services performed under this Agreement. This provision shall survive the termination or expiration of this Agreement.

XVI. NON-SOLICITATION OF FIRM PERSONNEL. Firm and Client will not solicit the employees or independent contractors of the other to become employees or consultants during the Term and for a one (1) year period following the termination or expiration thereof.

XVII. REVOCATION OF CERTIFICATION OR STATEMENTS. The Firm shall have the right to revoke any certification, statements, or professionally sealed documents or plans in the event the Firm is made aware of unauthorized, prohibited use by the Client. The Client assumes the risk of any damages and any and all claims that may occur as a result of the unauthorized use of the Firm's documents.

XVIII. LIMITATION PERIOD. No lawsuit shall be brought by Client against the Firm for damages for any negligent professional acts, errors, or omissions, or breach of contract unless commenced within twenty-four (24) months from the last date of services provided under this Agreement.

XIX. INTEGRATION. This Agreement constitutes the entire understanding and agreement between Client and the Firm and shall not be altered or modified except by an agreement, in writing, signed by both Client and the Firm. This Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect.

XX. ASSIGNMENT. This Agreement shall be binding upon the parties, their successors, representatives, and assigns. Client shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Firm. The Firm may not assign or transfer this Agreement to any party without the prior written consent of Client, which consent shall not be unreasonably withheld. Further Firm may, without the consent of Client, subcontract any portion of the Services hereunder.

XXI. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision hereof shall be determined by any court or competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

XXII. ENTIRE AGREEMENT. Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, understandings or agreements in connection herewith. This Agreement may be modified by the written consent of the parties hereto.

XXIII. GOVERNING LAW; VENUE; ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, binding arbitration and shall be privately administered by a single arbitrator who shall administer the arbitration pursuant to the commercial arbitration rules then in effect of the American Arbitration Association that are applicable to a privately administered arbitration.

XXIV. WASTE MATERIAL. Where waste materials are to be handled, transported, treated, and/or disposed of by the Firm, Client agrees to accurately and completely describe said waste in writing to the Firm and warrants to the Firm that the waste material conforms to the specification and description set forth on the descriptions thereof. Legal responsibility and liability for waste material not reasonably conforming to the specifications and descriptions set forth in the written description shall at all times remain with the waste generator. The Client shall review documentation for accuracy upon receipt and notify the Firm immediately of any inaccuracies.

XXV. SAMPLE RETENTION/DISPOSAL. All samples of uncontaminated soil, rock, and water may be discarded thirty (30) days after submission of the Firm's final report unless Client advises the Firm to deliver to the samples to Client at Client's sole expense, or to store them for an agreed upon charge. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment, as defined by federal, state, or local statutes, regulations, or ordinances the Firm will, after completion of testing and at Client's expense, return such samples and materials to Client, or (using a manifest signed by Client as generator and transporter) transport such samples and materials to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that the Firm is acting as a bailee and at no time assumes title to said waste.

XXVI. DURATION OF FEE SCHEDULE. The fee schedule included in a Proposal shall remain in full force and effect for a period of ninety (90) days from the date of the proposal. If the Proposal is accepted and executed within such ninety (90) day period, then the fee schedule included in that Proposal shall remain in full force and effect for a period of one year from the date of that Proposal. If the Proposal is not accepted and executed within such ninety (90) day period, the Firm shall have the right to revise the fee scheduled in its discretion, which may include, but not be limited to, revising the fee schedule included in that Proposal, increase its fees for Services, and adjusting the time for and scheduling of performance of services.

XXVII. COMPLIANCE WITH LAW. In the performance of each party's obligations under this Agreement, each of the Firm and Client agree to comply with all applicable federal, state, and local laws, rules, regulations, and orders of any duly constituted authority.



PROFESSIONAL SERVICES RATE SCHEDULE - 2024

Executive (President or Vice President)	\$ 305.00/hour
Senior Associate	\$ 285.00/hour
Associate	\$ 260.00/hour
Expert Witness Testimony	\$ 360.00/hour
Senior Professional Engineering Manager	\$ 240.00/hour
LSRP/LSP/LEP	\$ 225.00/hour
Project Manager	\$ 200.00/hour
Professional Engineer	\$ 200.00/hour
PCA Manager	\$ 200.00/hour
Senior Professional Geologist	\$ 200.00/hour
Professional Geologist	\$ 185.00/hour
Associate Project Manager	\$ 180.00/hour
Environmental Engineer	\$ 175.00/hour
Geotechnical Engineer	\$ 175.00/hour
Environmental Specialist/Scientist	\$ 160.00/hour
Geologist	\$ 160.00/hour
Project Engineer	\$ 160.00/hour
Asbestos or Lead Paint Inspector	\$ 145.00/hour
Wetlands Scientist	\$ 135.00/hour
ICC/DCA Inspector	\$ 125.00/hour
Staff Engineer/Inspector	\$ 115.00/hour
Environmental Technician	\$ 110.00/hour
Technical Assistant	\$ 95.00/hour
CADD Operator/Draftsman	\$ 95.00/hour
Project Coordinator	\$ 90.00/hour
Administrative Assistant	\$ 68.00/hour
Clerical Assistant	\$ 60.00/hour
Travel/Mileage	\$ 0.67/mile + tolls

Notes:

1. Mileage reimbursement subject to change based upon IRS standard mileage reimbursement rate.
2. Additional project-specific equipment, materials, and/or laboratory analyses or subcontracted services will be quoted on a case-by-case basis.
3. All rates are billed portal-to-portal.
4. Projects located greater than 100 miles from a Whitestone office may be subject to per diem expenses.
5. Construction phase testing and inspection services are subject to a four-hour minimum charge per day.

Office Locations:

NEW JERSEY

PENNSYLVANIA

MASSACHUSETTS

CONNECTICUT

FLORIDA

NEW HAMPSHIRE


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 30634

RESOLUTION 2025-604
ADOPTED

Change Order No. 1 & Final – 716 Site Contracting, Inc. N. Bailey Sanitary Sewer Extension Project 2022.026 CRS #5666

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount of \$2,999,940.00 by \$54,481.40 to a total of \$3,054,421.40. This adjustment will address damage done to the sanitary bore under Maple Road as a result of a watermain break as well final quantity adjustments during construction.

Funding is available for this change order from the project bond account KP2408.4972.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Change Order, which increases the overall contract amount of \$2,999,940.00 by \$54,481.40 to a total of \$3,054,421.40. Funding is available for this change order from the project bond account KP2408.4972.

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

Change Order 1 & Final Quantity Adjustment

PROJECT: (Name, address and Project File No.)

N Bailey Sanitary Sewer Extension
Town of Amherst Job No. 2022.026

CHANGE ORDER NUMBER: 1DATE: 06/16/2025

TO CONTRACTOR: (Name and address)

716 Site Contracting, Inc.
PO Box 120
North Boston, NY 14110

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives)

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	<u>\$ 2,999,940.00</u>
The net change by previously authorized Change Orders	\$	<u>\$ 0</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	<u>\$ 2,999,940.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be increased (decreased) (unchanged)		
by this Change Order in the amount of	\$	<u>\$ 54,481.40</u>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	<u>\$ 3,054,421.40</u>
The Contract Time will be (increased) (decreased) unchanged .		

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

CHA CONSULTING INC.
ENGINEER (Firm name)

716 Site Contracting, Inc.
CONTRACTOR (Firm name)

Town of Amherst
OWNER

2200 MAIN PLACE TOWER
BUFFALO, NY 14202
ADDRESS

PO Box 120
North Boston, NY 14110
ADDRESS

5583 Main St.
Williamsville, NY 14221
ADDRESS

Muffett Mauche George
BY (Signature)

Eric Pacer
BY (Signature)

BY (Signature)

MUFFETT MAUCHE GEORGE
(Typed name)

Eric Pacer
(Typed name)

Brian J. Kulpa
(Typed name)

6/18/25
DATE

6/17/25
DATE

DATE

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)

Boudreau, Jessica

From: Kittleman, Zach
Sent: Tuesday, June 24, 2025 10:52 AM
To: Boudreau, Jessica
Cc: Juul, Lynda
Subject: RE: Contract Rejection: CRS ID #5666

Thank you Jessica. Yes, please upload the explanation.

Zach Kittleman
 Purchasing Agent
 Town of Amherst - Contract Compliance Department
 5583 Main Street
 Williamsville, NY 14221
 (716) 631-7183
 zkittleman@amherst.ny.us

Office located at 30 S. Cayuga Rd., Williamsville, NY 14221

-----Original Message-----

From: Boudreau, Jessica <jboudreau@amherst.ny.us>
 Sent: Tuesday, June 24, 2025 10:05 AM
 To: Kittleman, Zach <zkittleman@amherst.ny.us>
 Cc: Juul, Lynda <ljuul@amherst.ny.us>
 Subject: RE: Contract Rejection: CRS ID #5666

Good Morning Zach,

I'll put this into CRS but wanted to pass it by you first.

The N. Bailey Change order is not a straight change order, it encompasses a few change orders as well as the final quantity adjustment based on what was actually installed. I included everything so that the amounts all match.

Items 26A, 26B, 26C and 26D from page 7 of the uploaded document (Page 3 of 3 of the pay app) are all technically change orders (with summaries included within the document) but their balance is covered by item 26, our contingency budget. Items 27 and 28 are change orders above the contract amount however they do not add up to the actual change order request because of the quantity adjustments. Also, items 26D and 27 add up to the \$53,252.50 noted below. They were divided in the pay app because a portion will go toward the contingency budget and the other portion falls above the contract amount.

Essentially, Column G from page 7 shows the actual total amount to be paid to the contractor, \$3,054,421.40. This is the \$54,481.40 change order amount request.

Let me know if that helped, if so I'll just upload this email into CRS for clarification.

Feel free to give me a call if that's easier.

Thanks!

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final – 716 Site Contracting, Inc.)

Jessica Boudreau, PE
 Project Manager
 Town of Amherst
 Engineering Department
 1100 North Forest Road
 Williamsville, NY 14221
 716.631.7154

-----Original Message-----

From: Infotech Services <itservices@amherst.ny.us>

Sent: Tuesday, June 24, 2025 8:13 AM

To: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Armstrong, Brian <BArmstrong@amherst.ny.us>; Koch, Jason <JKoch@amherst.ny.us>; Goldstein, Neomi <ngoldstein@amherst.ny.us>; Haynes, Cindee <chaynes@amherst.ny.us>; Boudreau, Jessica <jboudreau@amherst.ny.us>; Schregel, Chris <CSchregel@amherst.ny.us>; Hitzel, Michael <mhitzel@amherst.ny.us>; Pontikos, Asher <apontikos@amherst.ny.us>

Subject: Contract Rejection: CRS ID #5666

CRS ID #: 5666

Title: N Bailey Sanitary Sewer Extension - Change Order 1

Vendor: 716 Site Contracting, Inc.

Contract Type: General Contract

Contract #5666 has been rejected by the Contract Compliance and Administration Department. Please review comments made and resubmit your contract.

Comment: Looks like the pay application is attached. While it shows the work completed, there should still be change order documentation/summary added. I cannot figure out how the total is \$54,481.40. Page 30 shows a total of \$53,252.50, which is \$1,228.90 short. Please clarify how the final number is \$54,481.40.

[https://intranet.amherst.ny.us/acms/cont_crs_main_rte_list.php?q=\(rec_crs_id~equals~5666\)](https://intranet.amherst.ny.us/acms/cont_crs_main_rte_list.php?q=(rec_crs_id~equals~5666))

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final – 716 Site Contracting, Inc.)

To: Town of Amherst
5583 Main St
Williamsville NY

Project: North Bailey Ave Sewer
Extension
TOA Project # 2022-026

Application No: 4

Distribution to:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: 716 Site Contracting Inc.
PO Box 120
North Boston, NY 14110

App. Date: June 17, 2025

Period to: June 10, 2025

Project No: 2022.026

Contract Date: August 7, 2024

Contract For: Sewer Installation

Via Architect: CHA

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM	2,999,940.00
2. Net Change By Change Orders	54,481.40
3. CONTRACT SUM TO DATE	3,054,421.40
4. TOTAL COMPLETED AND STORED TO DATE	3,054,421.40
5. RETAINAGE:	
a. 05% of Completed Work	150,783.58
b. of Stored Material	1,937.50
TOTAL RETAINAGE	152,721.08
6. TOTAL EARNED LESS RETAINAGE	2,901,700.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	2,817,976.75
8. CURRENT PAYMENT DUE	83,723.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE	152,721.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	54,481.40	0.00
Total approval this Month	0.00	0.00
TOTALS	54,481.40	0.00
NET CHANGES by Change Order	54,481.40	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 716 Site Contracting Inc

By: Kathryn Geiger Date: 6/17/25
Kathryn Geiger

State of: New York

County of:

Subscribed and sworn before me this 17 day of June 2025

Kathryn Geiger personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: G. Bauer My Commission expires: 9/20/28**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$83,723.57

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: M. J. Mander George Date: 6/18/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 4

App. Date: June 17, 2025

Use Column I on Contracts where variable retainage for line items may apply.

Period to: June 10, 2025

Project No: 2022.026

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
					From Previous Application(s)	This Period					
1	18" Sewer-open trench	258.00 LF	Amt Qty	1,267,296.00 4,912.00	1,311,241.14 5,082.33	0.00 0.00		1,311,241.14 5,082.33	103.47	-43,945.14 -170.33	65,562.06
2	18" Sewer- Trenchless	1,550.00 LF	Amt Qty	341,000.00 220.00	302,250.00 195.00	0.00 0.00	38,750.00 25.00	341,000.00 220.00	100.00	0.00 0.00	17,050.00
3	Precast Manhole	7,900.00 EA	Amt Qty	205,400.00 26.00	205,400.00 26.00	0.00 0.00		205,400.00 26.00	100.00	0.00 0.00	10,270.00
4	Doghouse Manhole	8,700.00 EA	Amt Qty	26,100.00 3.00	26,100.00 3.00	0.00 0.00		26,100.00 3.00	100.00	0.00 0.00	1,305.00
5	Pipe Bedding	72.00 CY	Amt Qty	99,504.00 1,382.00	149,040.00 2,070.00	0.00 0.00		149,040.00 2,070.00	149.78	-49,536.00 -688.00	7,452.00
6	Select Backfill	68.00 CY	Amt Qty	521,152.00 7,664.00	400,928.00 5,896.00	0.00 0.00		400,928.00 5,896.00	76.93	120,224.00 1,768.00	20,046.40
7	Extra Pipe Bedding	72.00 CY	Amt Qty	5,040.00 70.00	29,304.00 407.00	0.00 0.00		29,304.00 407.00	581.43	-24,264.00 -337.00	1,465.20
8	Extra Select Fill	68.00 CY	Amt Qty	26,180.00 385.00	68,000.00 1,000.00	0.00 0.00		68,000.00 1,000.00	259.74	-41,820.00 -615.00	3,400.00
9	Manhole Removal	1,000.00 EA	Amt Qty	4,000.00 4.00	4,000.00 4.00	0.00 0.00		4,000.00 4.00	100.00	0.00 0.00	200.00
10	Manhole Abandonment	1,500.00 EA	Amt Qty	4,500.00 3.00	4,500.00 3.00	0.00 0.00		4,500.00 3.00	100.00	0.00 0.00	225.00
11	Sewer Main Abandonment	15.00 LF	Amt Qty	16,035.00 1,069.00	15,315.00 1,021.00	0.00 0.00		15,315.00 1,021.00	95.51	720.00 48.00	765.75

PAGE 1 TOTAL: 2,516,207.00 2,516,078.14 0.00 38,750.00 2,554,828.14 101.53 -38,621.14 127,741.41

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 4

App. Date: June 17, 2025

Period to: June 10, 2025

Use Column I on Contracts where variable retainage for line items may apply.

Project No: 2022.026

A Item #	B Description of Work Unit Cost Unit Type		C Schedule of Values		D		E Work Completed	F Materials Stored & Used Prior + Current	G		H Balance to Finish	I Retainage
					From Previous Application(s)	This Period			Total Completed and Stored To Date	%		
12	Asbestos Pipe Removal	19.00 LF	Amt Qty	13,680.00 720.00	6,241.50 328.50	0.00 0.00			6,241.50 328.50	45.63	7,438.50 391.50	312.08
13	Asphalt Rep- Town Road	55.00 SY	Amt Qty	194,370.00 3,534.00	163,966.00 2,981.20	0.00 0.00			163,966.00 2,981.20	84.36	30,404.00 552.80	8,198.30
14	Asphalt Rep- County Rd	55.00 SY	Amt Qty	1,100.00 20.00	0.00 0.00	0.00 0.00			0.00 0.00	0.00	1,100.00 20.00	0.00
15	Asphalt Driveway Repair	50.00 SY	Amt Qty	1,000.00 20.00	1,550.00 31.00	0.00 0.00			1,550.00 31.00	155.00	-550.00 -11.00	77.50
16	Asp Parking Lot Repair	58.00 SY	Amt Qty	33,060.00 570.00	70,828.44 1,221.18	0.00 0.00			70,828.44 1,221.18	214.24	-37,768.44 -651.18	3,541.42
17	Asphalt Milling	25.00 SY	Amt Qty	12,000.00 480.00	0.00 0.00	0.00 0.00			0.00 0.00	0.00	12,000.00 480.00	0.00
18	Conc Drive & Apron	185.00 SY	Amt Qty	18,500.00 100.00	0.00 0.00	0.00 0.00			0.00 0.00	0.00	18,500.00 100.00	0.00
19	Concrete Curb	75.00 LF	Amt Qty	58,350.00 778.00	38,850.00 518.00	0.00 0.00			38,850.00 518.00	66.58	19,500.00 260.00	1,942.50
20	Granite Curb	80.00 LF	Amt Qty	1,600.00 20.00	0.00 0.00	0.00 0.00			0.00 0.00	0.00	1,600.00 20.00	0.00
21	Topsoil & Seed	14.00 SY	Amt Qty	15,148.00 1,082.00	15,148.00 1,082.00	0.00 0.00			15,148.00 1,082.00	100.00	0.00 0.00	757.40
22	Tree Removal	925.00 EA	Amt Qty	12,025.00 13.00	14,800.00 16.00	0.00 0.00			14,800.00 16.00	123.08	-2,775.00 -3.00	740.00

PAGE 2 TOTAL: 360,833.00 311,383.94 0.00 311,383.94 86.30 49,449.06 15,569.20

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 4

App. Date: June 17, 2025

Use Column I on Contracts where variable retainage for line items may apply.

Period to: June 10, 2025

Project No: 2022.026

A	B		C		D	E	F	G		H	I
Item #	Description of Work	Unit Cost Unit Type	Schedule of Values		Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
					From Previous Application(s)	This Period					
23	Plantings	1,300.00 EA	Amt Qty	13,000.00 10.00	13,000.00 10.00	0.00 0.00		13,000.00 10.00	100.00	0.00 0.00	650.00
24	Test Pits	1,400.00 EA	Amt Qty	9,800.00 7.00	7,000.00 5.00	0.00 0.00		7,000.00 5.00	71.43	2,800.00 2.00	350.00
25	Rock Excavation	10.00 CY	Amt Qty	100.00 10.00	0.00 0.00	0.00 0.00		0.00 0.00	0.00	100.00 10.00	0.00
26	Allowance	100,000.00 EA	Amt Qty	100,000.00 1.00	80,079.24 0.80	19,920.76 0.20		100,000.00 1.00	100.00	0.00 0.00	5,000.00
26A	Lower Sewer @ Gasline	60,148.35 LS	Amt Qty								
26B	Excessive Water	11,980.32 LS	Amt Qty								
26C	Lower MH 13A & B	7,950.57 LS	Amt Qty								
26D	Additional Paving	19,920.76 LS	Amt Qty			0.00 0.00		0.00 0.00		0.00 0.00	
27	Additional Paving CO	33,331.74 LS	Amt Qty	33,331.74 1.00		33,331.74 1.00		33,331.74 1.00	100.00	0.00 0.00	1,666.59
28	Maple RD Bore CO	34,877.58 LS	Amt Qty	34,877.58 1.00		34,877.58 1.00		34,877.58 1.00	100.00	0.00 0.00	1,743.88

PAGE 3 TOTAL: 191,109.32 100,079.24 88,130.08 188,209.32 98.48 2,900.00 9,410.47

GRAND TOTAL: 3,068,149.32 2,927,541.32 88,130.08 38,750.00 3,054,421.40 99.55 13,727.92 152,721.08

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

N. Bailey Sanitary Sewer Extension
TOA 2022.026

Gas Line Conflict
Change Order Summary (Pay App Item 26A)

Item #1: Town of Amherst share \$0
Item #2: Town of Amherst share \$18,680.03
Item #3: Town of Amherst share \$5,250.31
Item #4: Town of Amherst share \$15,963.20
Item #5: Town of Amherst share \$20,254.81
Item #6: TBD

Boudreau, Jessica

From: Eric Pacer <EPacer@716sitecontracting.com>
Sent: Wednesday, November 6, 2024 3:31 PM
To: Boudreau, Jessica; 'Mauche George, Muffett'
Cc: Burroughs, Jeffrey; Reberholt,Vaishali; Sinicropi, Robert
Subject: Re: [--EXTERNAL--]: Re: N. Bailey Sewer - Progression of Work and Gas Line Conflict Change Order 1

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok. We will be onsite tomorrow. We plan on setting Doghouse MH #1, MH #2 is practically in the same excavation as MH1, if we can manipulate the pipes enough in the existing boot of MH #2 we will set that one as well.

Kandey has a week left to complete the bore under the culvert. To keep the job moving we intend to start at MH 6 on Friday and continue towards Meyer Rd.

If you have any concerns with this plan, please let me know.

Eric

Get [Outlook for iOS](#)

From: Boudreau, Jessica <jboudreau@amherst.ny.us>
Sent: Tuesday, November 5, 2024 12:51:29 PM
To: 'Mauche George, Muffett' <MMauche@chasolutions.com>; Eric Pacer <EPacer@716sitecontracting.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Reberholt,Vaishali <VReberholt@amherst.ny.us>; Sinicropi, Robert <RSinicropi@chasolutions.com>
Subject: RE: [--EXTERNAL--]: Re: N. Bailey Sewer - Progression of Work and Gas Line Conflict Change Order 1

Muffett & Eric,

After further discussions internally we are willing to increase our percentage of reimbursement of the requested change order item 4 to 100%. Also, as discussed during the this morning's progress meeting, we will increase item 2 from 25% to 50%. Below is a final summary of the approved change order amounts.

- **Item #1:** Costs associated with the removal of 232 linear feet of pipe and 2 manholes. **\$0**
- **Item #2:** Equipment rental, shields, and accessories—downtime costs. **The Town agrees to pay 50% on this item \$18,680.03**
- **Item #3:** Time and material work from October 21 to October 25. **The Town agrees to pay 50% on this item \$5,250.31**
- **Item #4:** Kandey Co. change request. **The Town agrees to pay 100% of this item \$15,963.20**
- **Item #5:** Additional costs to install the new sewer at revised (lower) elevations. **The town agrees to pay 100% of this item but the additional foot of excavation and stone costs shall be included within the change order amount and not also paid for within stone bid item (quantity of stone shall be based on original pay limits/design elevations, not the revised lower elevations). \$20,254.81**
- **Item #6:** Binghamton Precast price for replacing sections of MH 2-6. **The Town agrees to pay for this item (4 new bases, 3 new risers) TBD**

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final – 716 Site Contracting, Inc.)

716's request for time extension is noted however we would like to see further progress and a revised schedule before we provide an official time extension up to Meyer Road.

Thanks for meeting today, hopefully we are all content with the above breakdown.

Here's to smooth sailing the rest of the way!

Jessica Boudreau, PE

Project Manager
Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, NY 14221
716.631.7154

From: Mauche George, Muffett <MMAuche@chasolutions.com>
Sent: Tuesday, November 5, 2024 6:53 AM
To: Eric Pacer <EPacer@716sitecontracting.com>
Cc: Boudreau, Jessica <jboudreau@amherst.ny.us>; Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Reberholt, Vaishali <VReberholt@amherst.ny.us>; Sinicropi, Robert <RSinicropi@chasolutions.com>
Subject: Re: [--EXTERNAL--]: Re: N. Bailey Sewer - Progression of Work and Gas Line Conflict Change Order 1

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes

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From: Eric Pacer <EPacer@716sitecontracting.com>
Sent: Monday, November 4, 2024 5:14:33 PM
To: Mauche George, Muffett <MMAuche@chasolutions.com>
Cc: Jessica Boudreau (<jboudreau@amherst.ny.us> <jboudreau@amherst.ny.us>); Jeff Burroughs (<jburroughs@amherst.ny.us> <jburroughs@amherst.ny.us>); Vaishali Reberholt <VReberholt@amherst.ny.us>; Sinicropi, Robert <RSinicropi@chasolutions.com>
Subject: [--EXTERNAL--]: Re: N. Bailey Sewer - Progression of Work and Gas Line Conflict Change Order 1

Will representatives from Amherst be at the meeting tomorrow to discuss this matter?

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From: Mauche George, Muffett <MMAuche@chasolutions.com>
Sent: Monday, November 4, 2024 4:40:30 PM
To: Eric Pacer <EPacer@716sitecontracting.com>
Cc: Jessica Boudreau (<jboudreau@amherst.ny.us> <jboudreau@amherst.ny.us>); Jeff Burroughs (<jburroughs@amherst.ny.us> <jburroughs@amherst.ny.us>); Vaishali Reberholt <VReberholt@amherst.ny.us>; Sinicropi, Robert <RSinicropi@chasolutions.com>
Subject: N. Bailey Sewer - Progression of Work and Gas Line Conflict Change Order 1

Eric,

716 Site Contracting should not be holding up progress on the project pending approval of the change order. 716 was authorized to continue upstream of MH 6 last week.

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)

Gas Line Conflict Change Order Request from 716 Site Contracting
October 31, 2024

Summary

ITEM # 1

Remove & Reinstall MH 4, 232 lf of 18" pipe & MH 5		\$13,221.80
15% O&P		\$ 1,983.27

ITEM # 2

Equipment, tools, accessories- 4 weeks		\$35,581.00
5% O&P		\$ 1,779.05

ITEM # 3

Hourly Work 10/21, 10/23, 10/24, 10/25		\$ 9,130.97
15% O&P		\$ 1,369.65

ITEM # 4

Kandey		\$15,203.05
5% O&P		\$ 760.15

ITEM # 5

Additional cost to lower sewer- MH2- MH 7		\$17,612.88
15% O&P		\$ 2,641.93

ITEM # 6

Binghampton Precast Revision		TBD
15% O&P		

	TOTAL	\$99,283.75
--	--------------	--------------------

Remove & Reinstall MH 4, 232 lf of 18" pipe & MH 5

Remove MH 4, 232 lf of 18" pipe pipe and MH 5

Equipment

Kobelco Excavator	10	\$ 165.00	\$	1,650.00
JD Loader	10	\$ 95.00	\$	950.00
Dump Trucks- 4 each	32	\$ 150.00	\$	4,800.00
Service Van- Pumps, saws etc.	10	\$ 85.00	\$	850.00
Road Plates/Shields/ Stone Boat				NC

Operator \$93.25

Derek	10			
Matt	10			
	0			
TOTAL	20		\$	1,865.00

Laborer \$ 77.67

Dillon	10			
Tom	10			
Justin	10			
Joe L	10			
TOTAL	40		\$	3,106.80

\$ 13,221.80

Equipment, tools, accessories- 4 weeks

Equipment On-Site- Down time/Rental		
NYS Equip #		Monthly
9051150	Kobelco Excavator- 90,000 lb with 2 buckets	\$12,499.00
9042040	JD Loader- 4 cy bucket	\$ 7,918.00
9449943	Rd Plates- 5 each @ \$515	\$ 2,575.00
9418415	Trench Box- Shoring- 3 ea @ \$1814	\$ 5,442.00
9419709	Bedding Box- 1 ea @ \$2347	\$ 2,347.00
	Traffic Signal & WZTC Set Up	\$ 4,800.00
		\$35,581.00

Monday 10/21

Gasline conflict- Stopped work, shot grades and cleaned up 11:00 am to 4:00 pm- 5 hrs

Operator		\$93.25
Derek	5	
Matt	5	
TOTAL	10	\$932.50

Laborer		\$ 77.67
Dillon	5	
Tom	5	
Justin	5	
Joe L	5	
TOTAL	20	\$1,553.40

Service Van		\$85.00
	5	\$425.00

\$2,910.90

Wednesday 10/23

Exploratory Excavation at Costco Site for Sunoco Pipeline- 7:30 to 12:00

78 Ex	\$100	
	4.5	\$450

Operator	\$93.25	
Derek	4.5	
Matt	0	
TOTAL	4.5	\$419.63

Laborer	\$ 77.67	
Dillon	4.5	
Tom	4.5	
Justin	0	
Joe L	0	
TOTAL	9	\$ 699.03

Service Van	\$85.00	
	4.5	\$382.50

\$ 1,951.16

Thursday 10/24

Exploratory Excavation to confirm Invert at MH #1- Cut into pipe and shoot invert- 7:30 - 12:00

Dump Truck	\$150	
2 trucks @4.5	9	\$1,350

Operator	\$93.25	
Derek	4.5	
Tom		
Matt	0	
TOTAL	4.5	\$419.63

Laborer	\$ 77.67	
Dillon	4.5	
Tom	4.5	
Justin	0	
Joe L	0	
TOTAL	9	\$ 699.03

Service Van	\$85.00	
	4.5	\$382.50

\$ 2,851.16

Friday 10/25

Expose gasline and Existing sewer a second time- Licensed Surveyor to provide elevations- 12:00 - 3:00

Vac Truck	\$225	
Truck	2	\$450

Operator	\$93.25	
Derek	3	
Tom		
Matt	0	
TOTAL	3	\$279.75

Laborer	\$ 77.67	
Dillon	0	
Tom	3	
Justin	0	
Joe L	0	
TOTAL	3	\$ 233.01

Service Van	\$85.00	
	3	\$255.00

Surveyor	\$200	
	1	\$200

\$ 1,417.76



FORCE ACCOUNT WORK REPORT

Project Name: N. Bailey Sanitary Bore

Contract #

Date: 10/31/2024

Owners Name / Contact: 716 Site Contracting

Job # K2401-2

Extra#

Address: PO Box 120

City N. Boston

State

NY

Zip: 14110

You are hereby authorized to perform the additional work specifically described which is over and above contract price.

Description of Work:

Kandey Company is requesting payment for rental equipment, continuous dewatering, test pits, and labor respectively for downtime accrued from 10/23/24 to 10/28/24.

[illegible]

Subcontractor	Hours Worked			Billing Rate			Extension
	Reg.	1.5	2	Reg.	1.5	2	
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
Subcontractors Subtotal							\$ -

[illegible]

Total Charges			TOOL AND EQUIPMENT				
	Total Equipment	\$ 7,855.84	Description & No.	Qty	Unit	Rate	Extention
	Total Material	\$ -	VT4	4	Hour	\$ 165.00	\$ 660.00
	Total Labor	\$ 5,364.20	GN1	164	Hour	\$ 15.51	\$ 2,543.64
	Total Subcontractors	\$ -	EX14	20	Hour	\$ 232.61	\$ 4,652.20
				0	Hour	\$ -	\$ -
	Cost Subtotal	\$ 13,220.04		0	Hour	\$ -	\$ -
0.00%	Applicable Sales Tax on Material	\$ -		0	Hour	\$ -	\$ -
15.00%	OH & P	\$ 1,983.01		0	Hour	\$ -	\$ -
0.00%	Subcontractors Mark Up	\$ -		0	Hour	\$ -	\$ -
0.00%	Bond.	\$ -		0	Hour	\$ -	\$ -
	OCIP Insur.	\$ -		0	Hour	\$ -	\$ -
	Total Sales Price	\$ 15,203.05		0	Hour	\$ -	\$ -

Owner Representative:

Kandey Co.

Packet Pg. 117

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)

Additional cost to lower sewer- MH2- MH 7

Install proposed sewer at lower elevations from MH 2 through MH 7- Approx. 689 LF

MH 2- MH 6- Average depth increase is 1.09 lf over 689 lf.

MH 6- MH 7 - Average depth increase is .84 lf over 300 lf

NOTE- The revised sewer has a 0.12% slope on the pipe and an added depth of 1 foot.

Due to the minimal pitch, extra care and precision are essential for installation to maintain accuracy within these tight tolerances

Equipment

Kobelco Excavator	16	\$ 215.00	\$	3,440.00
JD Loader	16	\$ 95.00	\$	1,520.00
Dump Trucks- 4 each	8	\$ 150.00	\$	1,200.00
Service Van- Pumps, saws etc..	16	\$ 85.00	\$	1,360.00
Road Plates/Shields/ Stone Boat	2	\$ 389.00	\$	778.00
Broom/Road Sweeper	16	\$ 50.00	\$	800.00
Traffic Signals and WZTC	16	\$ 35.00	\$	560.00

Operator**\$93.25**

Derek	16			
Matt	16			
	0			
TOTAL	32		\$	2,984.00

Laborer \$**77.67**

Dillon	16			
Tom	16			
Justin	16			
Joe L	16			
TOTAL	64		\$	4,970.88

\$ 17,612.88

Excessive Water- Pumping and Pump Maintenance-

Generator Rental- Kandey- run electric pumps	1 week	\$	1,900.00
Generator Rental- Sunbelt- Run Electric Pumps	1 week	\$	1,000.67
Godwin Pump Rental- 4"	1 week	\$	579.45
716 Pump Rental- 4"	3 weeks	\$	1,737.00
2" Trash Pump- 2 ea @ \$250 per week	3 weeks	\$	1,500.00
2" Electric Pump- 3 ea @ \$200 per week	3 weeks	\$	1,800.00

Laborer to maintain pumps- 12 days @ 2 hrs per day

Laborer	\$	77.67		
Various		24		
TOTAL		24	\$ 1,864.08	\$ 1,864.08

Service Van- weekend fuel	\$85.00			
	6	\$510.00	\$510.00	
			\$ 10,891.20	
	10% O&P		\$ 1,089.12	
		TOTAL	\$ 11,980.32	



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	162405996-0001	13.K.4.a
ACCOUNT NO.	666299	
INVOICE DATE	11/27/24	
PAGE	1 of 1	

INVOICE TO

102 - 131 - 154
716 SITE CONTRACTING INC
PO BOX 120
NORTH BOSTON NY 14110-0120

JOB ADDRESS
716 SITE CONTRACTING INC
675 ALBERTA DR
AMHERST, NY 14226 1140
716-343-3404

RECEIVED BY PACER, ERIC	CONTRACT NO. 162405996
PURCHASE ORDER NO. N/R	
JOB NO. 13- 716 SITE CONTRAC	
BRANCH BUFFALO NY PC766 1801 UNION RD WEST SENECA, NY 14224 2019 716-771-5262	

. QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	20KW DIESEL GENERATOR 931370 Make: MQ POWER Model: DCA25SSIU4FSG Ser #: 7152695 HR OUT: 9992.500 HR IN: 10016.789 TOTAL: 24.289 Billed from 11/21/24 thru 11/27/24	325.00	325.00	795.00	1810.00	795.00
Rental sub-total:						795.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	15.500	15.50		
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			119.00		
1	RENTAL PROTECTION PLAN	EA				
FINAL BILL: 11/21/24 12:00 PM THRU 11/27/24 01:38 PM.						

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30
Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL	9 75
SALES TAX	92
INVOICE TOTAL	1,000.67
RENTAL RETURN	

Packet Pg. 120

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)



Invoice

(c)ul 'b'ing' Red Contracting 917 - luil & 1 ON Order egnuy : 709-5202-SEB) BL T-OC Sewer Sanitary Bail N : Attachment

8039 Oak Orchard Road
Batavia, NY 14020
Tel: 585-344-3156
Fax: 585-344-3158

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

Inc.
26 / 1 / Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

S O L D T
716 Site Contracting
PO BOX 120
NORTH BOSTON, NY 14110-0120

S H I P T O
716 Site Contracting
CPU- Amherst, NY
Batavia, NY 14020

Cust. No.	Invoice Date	Invoice No.
00124430	12-17-2024	401388092

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
Amherst Dewatering CD100	Mr. R.J. Griger	12-02-2024	204017025	Robert J. LeFevre	Robert J. LeFevre	Net 30	
QTY	ITEM	DESCRIPTION		PER	D/W/M	RATE	AMOUNT
1	D-41342	Rental 12/01/2024 Thru 12/07/2024 *Return*		1	W	451.00	451.00
1	HSWS040020QDSR	CD100M 4" 3TNV88 RGT 30G		1	W	72.00	72.00
1	ENVFEE	4" x 20' Black Water Suction Hose W/QD Environmental Fee					13.53
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE							
Rental		Labor		Shipping		Misc. Charges	Taxes
\$ 523.00		\$ 0.00		\$ 0.00		\$ 13.53	\$ 42.92
Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.							Total Invoice \$ 579.45

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONTRACTOR: 716 Site Contracting, Inc.
PO Box 120
North Boston, NY 14110

SUB: Kandey Company, Inc.
19 Ransier Drive
West Seneca, NY 14224

PROJECT: North Bailey Sanitary Sewer Extension Bore

Payment Application #1
Period To: 11/23/2024
Project No: K2401-2

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET, IS ATTACHED.

ORIGINAL CONTRACT SUM

NET CHANGE BY CHANGE ORDERS

CONTRACT SUM TO DATE

TOTAL COMPLETED & STORED TO DATE

RETAINAGE: 5.00%

TOTAL EARNED LESS RETAINAGE

LESS PREVIOUS PAYMENTS

CURRENT PAYMENT DUE

BALANCE TO FINISH, INC. RETAINAGE



THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

KANDEY COMPANY INC.

BY:

Richard Szucs Jr. Project Manager

DATE:

12/9/24

STATE OF NEW YORK

COUNTY OF ERIE

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

DATE:

12/9/24

NOTARY PUBLIC:

Jason Cowell

Jason Cowell

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01CO6389823

Qualified in Erie County

Commission Expires April 8, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THIS APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	17,112.41	0.00
TOTAL APPROVED THIS MONTH	17,112.41	0.00
NET CHANGES BY CHANGE ORDER	17,112.41	

AMOUNT CERTIFIED

ARCHITECT:

BY:

\$

DATE:

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

KANDEY COMPANY INC.
19 RANSIER DRIVE
WEST SENECA, NY 14224

Period To: 11/23/2024

[illegible]

Revised 3/11/25

Additional cost to lower sewer- MH13A- MH 13B

Install proposed sewer at lower elevations from MH 13 to 13A and 13B Approx. 110 LF

MH 13- MH 13A- Average depth increase is 1.75' lf over 40 lf. 13 CY

MH 13A- MH 13B - Average depth increase is 3' lf over 70 lf 39 cy

Additional excavation and labor to set MH 13A- Approx 3.5' deep 7 cy

Additional excavation and labor to set MH 13B- Approx 2.96' deep 9 cy

Materials

Binghampton Precast- 3' tall, 5' dia barrell section

	2	\$ 710.00	\$	1,420.00
Delivery	1	\$1,662.00	\$	1,662.00

Equipment

Kobelco Excavator	3	\$ 215.00	\$	645.00
JD Loader	3	\$ 95.00	\$	285.00
Dump Trucks- 7 loads of dirt out	7	\$ 150.00	\$	1,050.00
Service Van- Pumps, saws etc..	3	\$ 85.00	\$	255.00
Road Plates/Shields/ Stone Boat	0	\$ 389.00	\$	-
Broom/Road Sweeper	0	\$ 50.00	\$	-
Traffic Signals and WZTC	3	\$ 35.00	\$	105.00

Operator \$93.25

Derek	3			
Matt	3			
	0			
TOTAL	6		\$	559.50

Laborer \$ 77.67

Dillon	3			
Tom	3			
Joe C	3			
Bundles	3			
TOTAL	12		\$	932.04

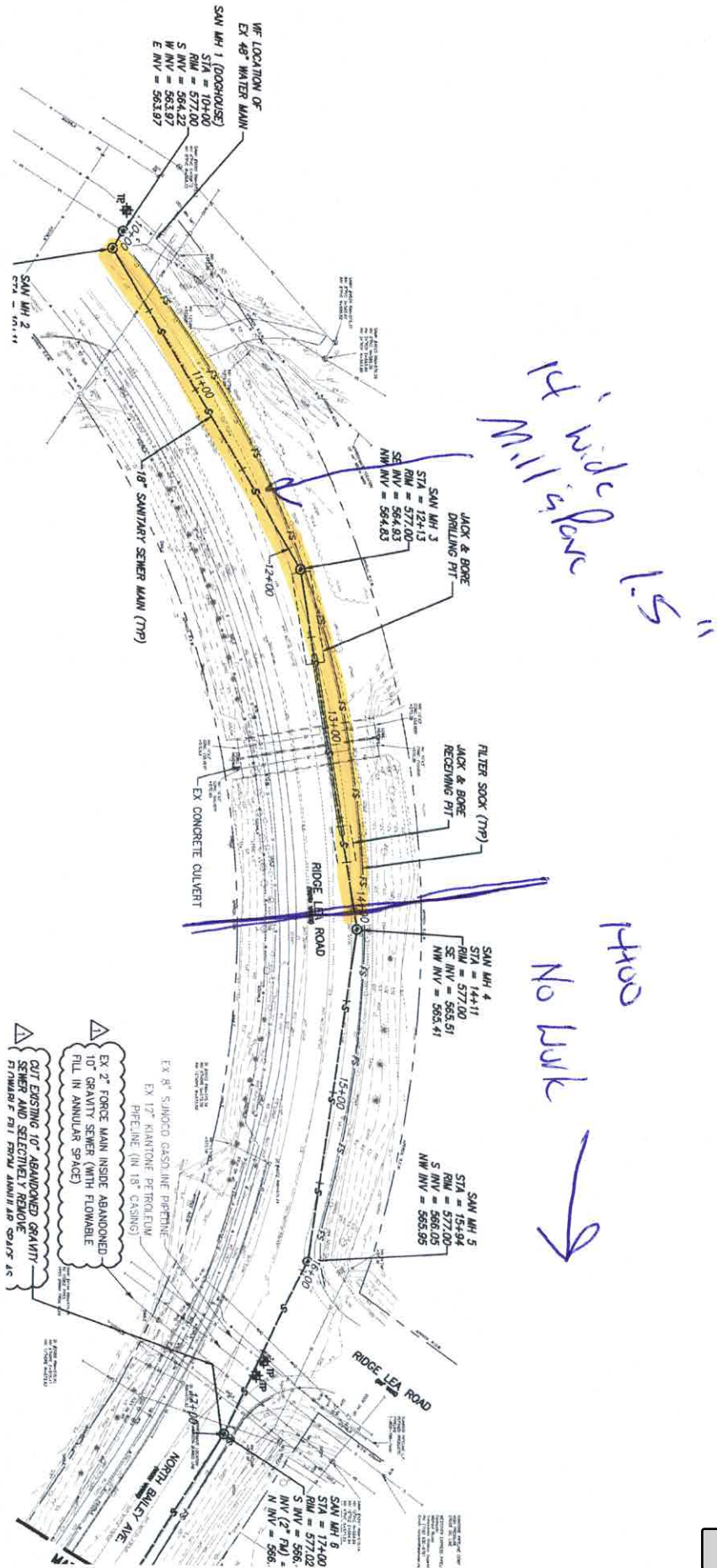
Additional select backfill to be paid based on unit price basis

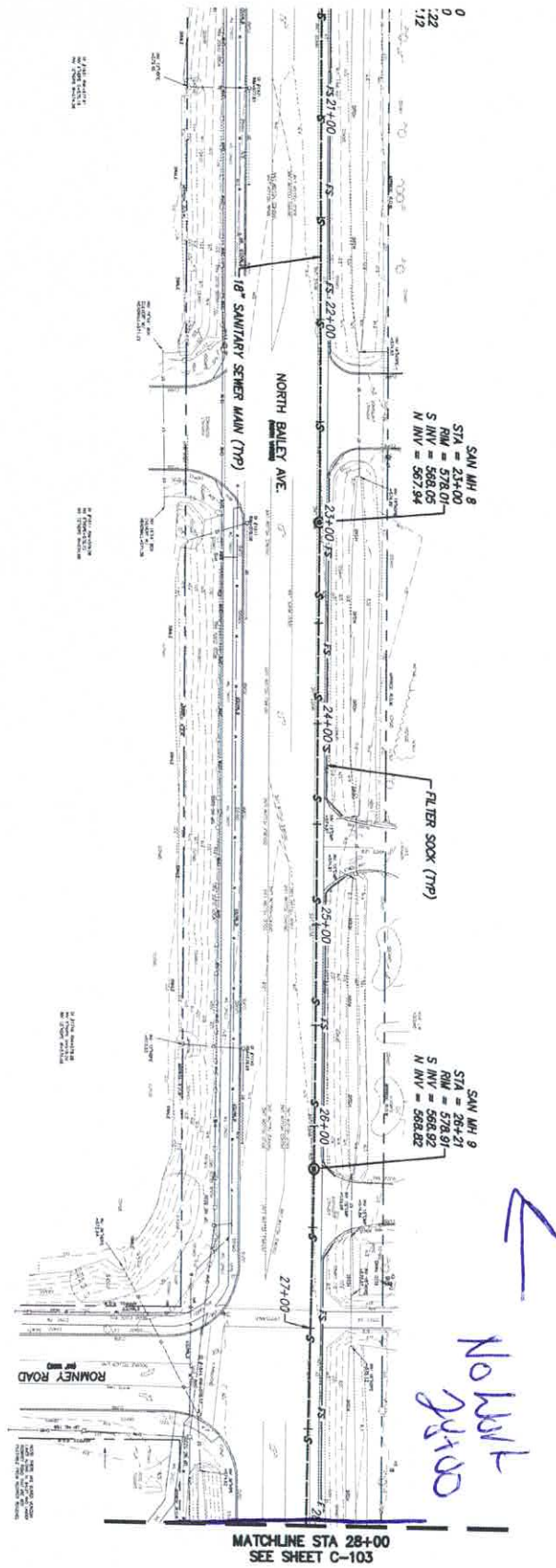
	\$	6,913.54
O&P 15%	\$	1,037.03
Total Change Order	\$	7,950.57

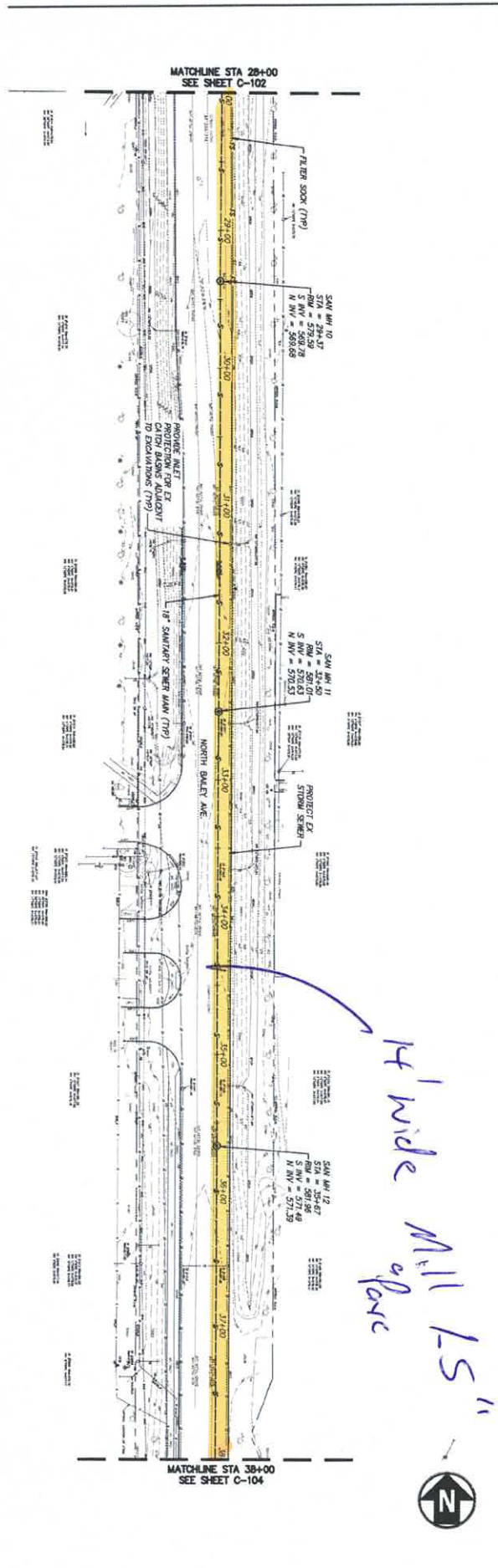
Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)

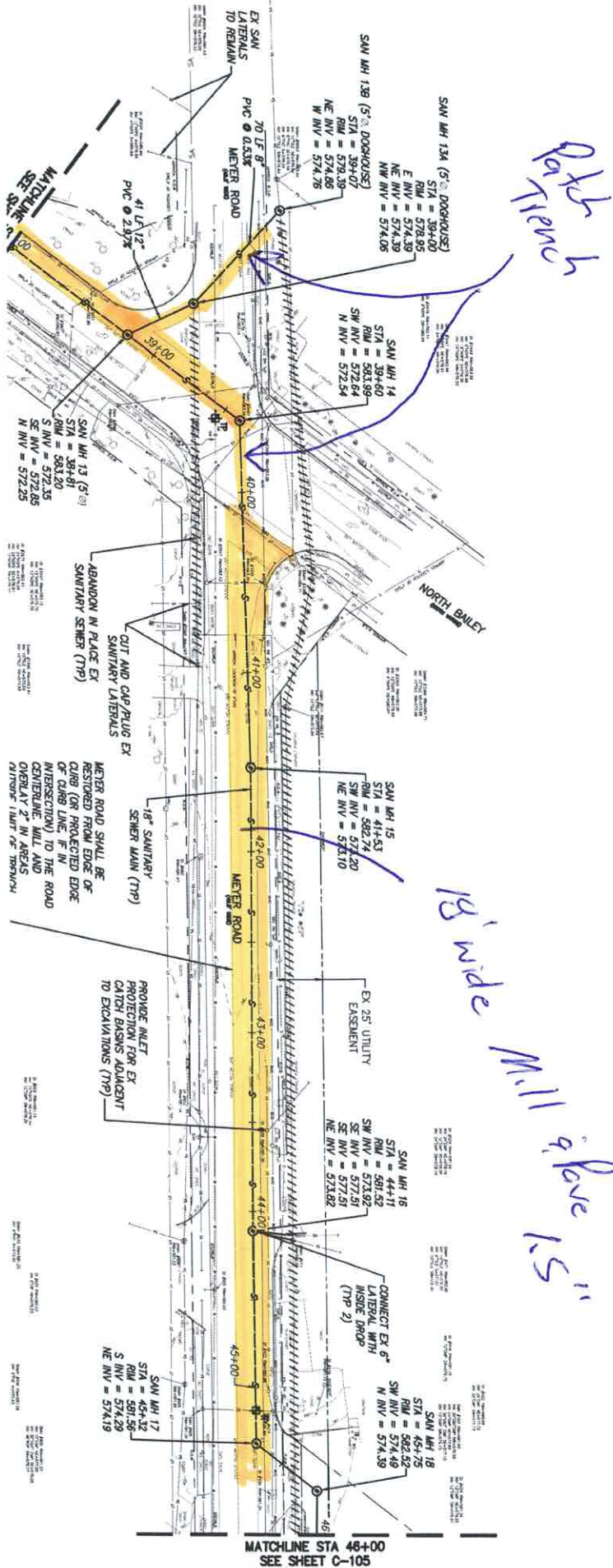
N. Bailey Sewer- Asphalt Paving - Meyer Rd and N. Bailey

Deduct top at area Benderson is replacing-	STA- 14+00 to 28+00	1400lf x 7' wide	9,800.00 sf	\$ (1.25)	\$ (12,250.00)
Deduct top at N Bailey outside Benderson Area	STA 28+00 to 14+00	1100lf x 7' wide	7,700.00 sf	\$ (1.25)	\$ (9,625.00)
	STA 14+00 to 10+00	400lf x 7' wide	2,800.00 sf	\$ (1.25)	\$ (3,500.00)
Deduct Mill on N Bailey Rd	STA 39+70 to 28+00	1170lf x 4' wide	4,680.00	\$ (1.75)	\$ (8,190.00)
	STA 14+00 to 10+00	400lf x 44' wide	1,600.00	\$ (1.75)	\$ (2,800.00)
Deduct top on Meyer (Already paid for within Pay App 2)	40+00 to 45+50	4,818 sf		\$ (1.25)	\$ (6,022.50)
Add Mill Meyer RD	STA 45+50 to 40+00	550 lf x 18wide=	9,900.00	\$ 1.75	\$ 17,325.00
Add Mill on N Bailey Rd	STA 39+70 to 28+00	1170lf x 14' wide	16,380.00	\$ 1.75	\$ 28,665.00
	STA 14+00 to 10+00	400lf x 14' wide	5,600.00	\$ 1.75	\$ 9,800.00
Top Meyer Rd	STA 45+50 to 40+00	550 lf x 18wide=	9,900.00	\$ 1.25	\$ 12,375.00
	STA 39+70 to 28+00	1170lf x 14' wide	16,380.00	\$ 1.25	\$ 20,475.00
	STA 14+00 to 10+00	400lf x 14' wide	5,600.00	\$ 1.25	\$ 7,000.00
TOTAL ADD					\$ 59,275.00 \$ 53,252.50









Pay Item 28

Summary- Repair damaged sewer due to ECWA Main Break

ITEM # 1

716 Labor		\$	4,746.72	\$	-
	15% O&P	\$	712.01		
		\$	5,458.73	\$	5,458.73

ITEM # 2

Rain For Rent Bypass pump rental		\$	7,707.18		
	15% O&P	\$	1,156.08	\$	8,863.26
		\$	8,863.26		

ITEM # 3

Equipment down time & rental		\$	12,701.50		
	5% O&P	\$	635.08	\$	13,336.58
		\$	13,336.58		

ITEM # 4

Kandey		\$	40,092.00		
	5% O&P	\$	2,004.60		
		\$	42,096.60	\$	42,096.60

TOTAL \$ 69,755.16

The Town will only agree to pay half
of this Change order; \$34,877.58
JLB 6/16/2025

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final – 716 Site Contracting, Inc.)

Equipment, tools, accessories- 1 week

Equipment On-Site- Down time/Rental

	Weekly
JD 345 Excavator	\$ 3,124.75
JD 245 Excavator	\$ 2,997.75
JD 135 Excavator	\$ 2,008.50
JD Loader- 4 cy bucket	\$ 1,979.50
Rd Plates- 5 each	\$ 643.75
Trench Box- Shoring- 3 ea	\$ 1,360.50
Bedding Box- 1 ea	\$ 586.75
	\$ 12,701.50

Tuesday 4/15 through Tuesday 4/22

Tom working on reaping sewer pipe-

Tuesday 4/15	7 hrs
Wednesday 4/16	8 hrs
Thursday 4/17	2.5 hrs
Friday 4/19	6 hrs
Monday 4/21	8 hrs
Tuesday 4/22	8 hrs

Laborer	\$ 77.67	
Tom	39.5	
Tom	0	
Justin	0	
Joe L	0	
TOTAL	39.5	\$3,067.97

Service Van	\$85.00	
	19.75	\$1,678.75
		\$4,746.72



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent New York
5626 Tec Drive
Avon NY 14414
United States
585-226-8280

Your sales person	REMIT PAYMENTS TO:
NICK THOMASHEFSKI	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1206092
CUSTOMER 716 Site Contracting Inc

CUSTOMER # 144173

NAME 716 Site Contracting Inc

ADDRESS PO Box 120
North Boston NY 14110

INVOICE#
2133715

INVOICE DATE
4/28/2025

PO or JOB#

PAYMENT
DUE
5/28/2025

PLEASE PAY

\$7,707.18

SHIPPED TO JOBSITE:

NAME 716 Site Contracting Inc

ADDRESS Tops Plaza
3980 Maple Rd.
Egbertsville NY 14226

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump Trash 6" DV150B SD FT4	623208	Returned	4/16/2025	4/24/2025	9.00	\$1,076.68	\$1,076.68	Y
1.00	EA	Pump Trash 6" DV150B SD SA FT4 Replaced 620179	623189	Returned	4/19/2025	4/24/2025	6.00	\$771.88	\$771.88	Y
1.00	EA	Pump Trash 6" DV150CI SD QSF28 SA FT4 TR ITEM SWAP - Equipment Breakdown -- Replaced By 623189	620179	Returned	4/16/2025	4/18/2025	3.00	\$463.13	\$463.13	Y
1.00	EA	Telemetry Alarm Agent 2.0	810620	Returned	4/16/2025	4/24/2025	9.00	\$565.45	\$565.45	Y
2.00	EA	Adapter 4" Female Cam x MNPT AL	322038	Returned	4/16/2025	4/24/2025	9.00	\$22.71	\$45.42	Y
2.00	EA	Adapter 4" Male Cam x Flange AL	325406	Returned	4/16/2025	4/24/2025	9.00	\$22.64	\$45.28	Y
3.00	EA	Adapter 4" Male Cam x MNPT AL	320046	Returned	4/16/2025	4/24/2025	9.00	\$21.51	\$64.53	Y
4.00	EA	Adapter 6" Female Cam x Flange AL	325412	Returned	4/16/2025	4/24/2025	9.00	\$44.22	\$176.88	Y
2.00	EA	Adapter 6" Male Cam x Flange AL	325407	Returned	4/16/2025	4/24/2025	9.00	\$26.90	\$53.80	Y
2.00	EA	Adapter Reducing 6"x4" Male Cam x Female Cam AL	725089	Returned	4/16/2025	4/24/2025	9.00	\$42.00	\$84.00	Y
2.00	EA	Bushing Reducer 6"x4"	MR IND	Returned	4/16/2025	4/24/2025	9.00	\$4.00	\$8.00	Y
2.00	EA	Elbow 6" 45 Degree Female Cam x Male Cam AL	325586	Returned	4/16/2025	4/24/2025	9.00	\$40.90	\$81.80	Y
1.00	EA	Elbow 6" 90 Degree Female Cam x Male Cam AL	722166	Returned	4/16/2025	4/24/2025	9.00	\$44.22	\$44.22	Y
3.00	EA	Float Open Green w/ Tyco Lead 50'	325990	Returned	4/16/2025	4/24/2025	9.00	\$34.04	\$102.12	Y
4.00	EA	Hose 6"x10' HD Tank Truck Camlock 75#	722890	Returned	4/16/2025	4/24/2025	9.00	\$130.49	\$521.96	Y
3.00	EA	Hose 6"x20' HD Tank Truck Camlock 75#	722987	Returned	4/16/2025	4/24/2025	9.00	\$175.15	\$525.45	Y
5.00	EA	Hose 6"x50' LayFlat Camlock 75#	722552	Returned	4/16/2025	4/24/2025	9.00	\$203.00	\$1,015.00	Y
1.00	EA	Stand Instrumentation	MR IND	Returned	4/16/2025	4/24/2025	9.00	\$27.14	\$27.14	Y
1.00	EA	Tee 6" Flange Ductile Iron	721219	Returned	4/16/2025	4/24/2025	9.00	\$44.00	\$44.00	Y
2.00	EA	Valve 6" Gate Flanged 150# RF Cast STL	724726	Returned	4/16/2025	4/24/2025	9.00	\$166.89	\$333.78	Y
1.00	EA	Return Hauling 4/24/25 Pickup of Pumps 623189 and 623208	M108			SERVICES	0.00	\$505.00	\$505.00	Y
.25	EA	ESI Engine Service Post rental engine service labor	M700			SERVICES	0.00	\$125.00	\$31.25	
.25	EA	DV100B 623189 Post rental engine service components	ENGSRVC DV100B			OTHER	0.00	\$719.67	\$179.92	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	\$126.25	\$126.25	Y

Printed Date: 4/29/2025

Page 1 of 2

Packet Pg. 133

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent New York
5626 Tec Drive
Avon NY 14414
United States
585-226-8280

Your sales person	REMIT PAYMENTS TO:
NICK THOMASHEFSKI	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1206092
CUSTOMER 716 Site Contracting Inc

CUSTOMER # 144173

NAME 716 Site Contracting Inc

ADDRESS PO Box 120
North Boston NY 14110

INVOICE#
2133715

INVOICE DATE
4/28/2025

PO or JOB#

PAYMENT
DUE
5/28/2025

PLEASE PAY \$7,707.18

SHIPPED TO JOBSITE:

NAME 716 Site Contracting Inc

ADDRESS Tops Plaza
3980 Maple Rd.
Eggertsville NY 14226

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE

ENVIRONMENTAL FEE:	\$196.64
TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$6,050.52
TOTAL SERVICES:	\$662.50
TOTAL OTHER:	\$179.92
SUBTOTAL:	\$7,089.58
TAX:	\$617.60

TOTAL: \$7,707.18

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50% CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Printed Date: 4/29/2025

Page 2 of 2



19 Ransier Drive • West Seneca, NY 14225
(716) 675-7245 • Fax: (716) 675-4957

FORCE ACCOUNT WORK REPORT

Project Name:	North Bailey Sanitary Sewer Bore	Contract #	Date	4/14/25 - 4/23/25
Owners Name / Contact:	Eric Pacer	Job #	K2401-2	Extra#
Address:	City	State	Zip	

You are hereby authorized to perform the additional work specifically described which is over and above contract price.

Description of Work:

Additional work to remove all pea stone from existing casing after ECWA Watermain Break washed out the previously installed pea stone and floated the newly installed 18" SDR-35 PVC Pipe. Removed all 18" Piping from the bore and reset piping on grade and blew new pea stone into casing.

Trade	Employee Name	Hours Worked			Billing Rate			Extension
		Reg.	1.5	2	Reg.	1.5	2	
Driver	Hall	2	0	0	\$ 52.27	\$ 78.40	\$ 104.53	\$ 104.54
Oper	Beutler	42	6.5	0	\$ 93.27	\$ 142.88	\$ 192.49	\$ 4,846.06
L/F	Finn	57	8.5	0	\$ 82.12	\$ 108.36	\$ 134.59	\$ 5,601.90
Oper	Owczarczak	15	0	0	\$ 93.27	\$ 142.88	\$ 192.49	\$ 1,399.05
LAB	Nowak	51	6.5	0	\$ 77.35	\$ 101.20	\$ 125.05	\$ 4,602.65
Mech	Kimpton	39	8	0	\$ 74.32	\$ 104.81	\$ 135.70	\$ 3,736.96
		0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	\$ -	\$ -	\$ -	\$ -
		0	0	0	\$ -	\$ -	\$ -	\$ -

Subcontractor	Hours Worked			Billing Rate			Extension
	Reg.	1.5	2	Reg.	1.5	2	
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
	0	0	0	0	0	0	\$ -
Subcontractors Subtotal							\$ -

MATERIALS AND SUPPLIES			
QTY.	DESCRIPTION	Unit Price	Extension
44.9	Ton of 1A Gravel	\$ 22.15	\$ 994.54
1	LS - Shield Rental National Trench Safety	\$ 928.74	\$ 928.74
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

Total Charges			TOOL AND EQUIPMENT						
Total Equipment			\$	11,195.56	Description & No.	Qty	Unit	Rate	Extention
Total Material			\$	1,923.28	SV5	12	Hour	\$ 33.12	\$ 397.44
Total Labor			\$	20,291.16	EX20	22	Hour	\$ 202.78	\$ 4,461.16
Total Subcontractors			\$	-	CT1	4	Hour	\$ 165.00	\$ 660.00
					ST1	5	Hour	\$ 34.45	\$ 172.25
Cost Subtotal			\$	33,410.00	PU7	2	Hour	\$ 28.61	\$ 57.22
0.00%	Applicable Sales Tax on Material	\$	-		DT11	3	Hour	\$ 55.83	\$ 167.49
20.00%	OH & P	\$	6,682.00		VI2	32	Hour	\$ 165.00	\$ 5,280.00
0.00%	Subcontractors Mark Up	\$	-			0	Hour	\$ -	\$ -
0.00%	Bond.	\$	-			0	Hour	\$ -	\$ -
	OCIP Insur.	\$	-			0	Hour	\$ -	\$ -
	Total Sales Price	\$	40,092.00			0	Hour	\$ -	\$ -

Owner Representative:

Kandey Co.

Packet Pg. 135

Attachment: N Bailey Sanitary Sewer_CO-1_TB (RES-2025-604 : Change Order No. 1 & Final - 716 Site Contracting, Inc.)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Highway
 Initiated by: **Steven E. Floss**
 Co-Sponsored by:

DOC ID: 30638

RESOLUTION 2025-605

ADOPTED

Travel Approval - Refuse - Highway Department

Please approve travel for one (1) employee from the Highway Department – Refuse Division, to attend the Compost Operations Training Course from July 21, 2025 to July 25, 2025 in Millbrook, New York.

This Course provides necessary training for the Compost Operations Manager.

Thank you for your time and consideration.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

The cost is \$2,850.00 to be charged to C3621:4120

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

☐ Travel in New York State and under \$750 - Department Head Approval

☐ Travel in New York State \$750 and over - Department Head Approval and Town Board Approval

☐ Travel out of New York State - Department Head Approval and Town Board Approval

Destination and Purpose of Trip

Expenses

Estimated	Budget A/C #	Actual
504.00		
\$556.00		
\$120.00		
320.00		
1350.00		
-		N/A
		N/A
\$2850.00		



REGISTER NOW! COSTS

Registrant Type	USCC Members	Non-Member
Small Business/ Consultant/ Local Municipality	\$1,425 \$1,350.00	\$1,585
Large Business/ Organization	\$1,595	\$1,735

OUR PROGRAM SPONSORS

Platinum Level



Silver Level



engineeredCOMPOSTsystems

FINN

SMARTER WAYS TO WORK™

LOCAL SPONSORS

To become a COTC sponsor, contact
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IN-KIND SPONSORS

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SPECIAL!**



\$100 OFF
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Students receive an instruction manual, access to
complete presentations, plus supplemental resources

LEARN MORE

Go to:

compostfoundation.org/Education/COTC

Or contact Kelsea, Project Manager

kelseajacobsen@compostfoundation.org



Thanks to our

**LOCAL
PARTNERS**



**Cornell
Cooperativ
Extension**

COMPOST OPERATIONS TRAINING COURSE

WHEN:

Monday - Friday
July 21 - 25, 2025

WHERE:

Cornell Cooperative
Extension Dutchess County
2715 US-44

Millbrook
(Dutchess County)
NY

WHY TAKE THE COTC?

- Learn from in-depth lectures by nationally-recognized instructors
- Gain practical experience through hands-on activities, including a team pile build and monitoring
- Take tours to local facilities, where the theories meet reality
- Content is continuously updated to reflect local conditions and up-to-date industry practices

WHO SHOULD TAKE THE COURSE

Anyone who wants comprehensive instruction on the art and science of commercial-scale compost production and marketing:

- Compost facility managers
 - Municipal, commercial, or farm
- Local and state regulators
- Equipment vendors
- Environmental and agricultural consultants



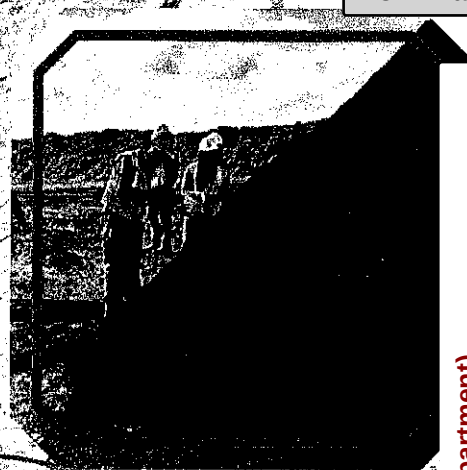
**THIS WEEK-LONG
COURSE GIVES YOU
THE KNOWLEDGE
YOU NEED TO RUN A
SUCCESSFUL
COMPOSTING
BUSINESS**



Check out our Early
Bird registration
special! (p. 3)



Compost
Research &
Education Foundation



INSTRUCTORS

SHAWN BRUCKMAN

Compost Research &
Education Foundation

CARY OSHINS

ComposterCary.com

*Plus more
coming soon!*

CURRICULUM

DAY 1 Composting process, feedstocks, recipe development, compost systems

DAY 2 Site design, equipment, environmental protection (odors & stormwater), regulations

DAY 3 Composting facility tours

DAY 4 Compost testing, product quality, compost applications, marketing

DAY 5 Facility management, troubleshooting, analyzing compost piles

Training complies with the
Certified Compost Operations Manager™ and
Certified Composting Professional™ programs

www.certificationsUSCC.org





Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Highway
 Initiated by: **Steven E. Floss**
 Co-Sponsored by:

DOC ID: 30629

RESOLUTION 2025-606

ADOPTED

ECWA Utility Permit - 661 Skinnersville Road

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst
County of Erie, upon the written application of ECWA
dated on the _____ day of _____, 20____, and filed with him, as provided by section 149 of the Highway
Laws, hereby grants permission to said applicant to _____ install a 2" Private Fire Protection & 2" Domestic service to 661
Skiddersville Rd. in the Town of Amherst.

on the highway described as follows: A new 2" connection will be made to the existing 10" main located in the southerly R.O.W. of
Skiddersville Rd. approximately 265' east of the centerline of Sweet Home Rd. No open cut of pavement
is required.

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the town superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the town harmless from all damages which may accrue by reason of their location in the highway and upon notice by the town superintendent agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs they may be made by the town superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants or appurtenances.
3. If the drainage, sewer or water pipes or appurtenances which are laid under this permit are placed in a town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the town superintendent.

A—Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B—The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C—Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the town superintendent.

6. The said town superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants or other appurtenances which may have been placed in the highway under the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it be thereafter improved by State aid as a State or county highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 24
day of JUNE, 2025 }

I hereby agree to conform to the conditions in the foregoing permit.

X _____
Town Superintendent

X _____
Town Engineer

X Al Mann
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd.
Cheektowaga, NY 14227

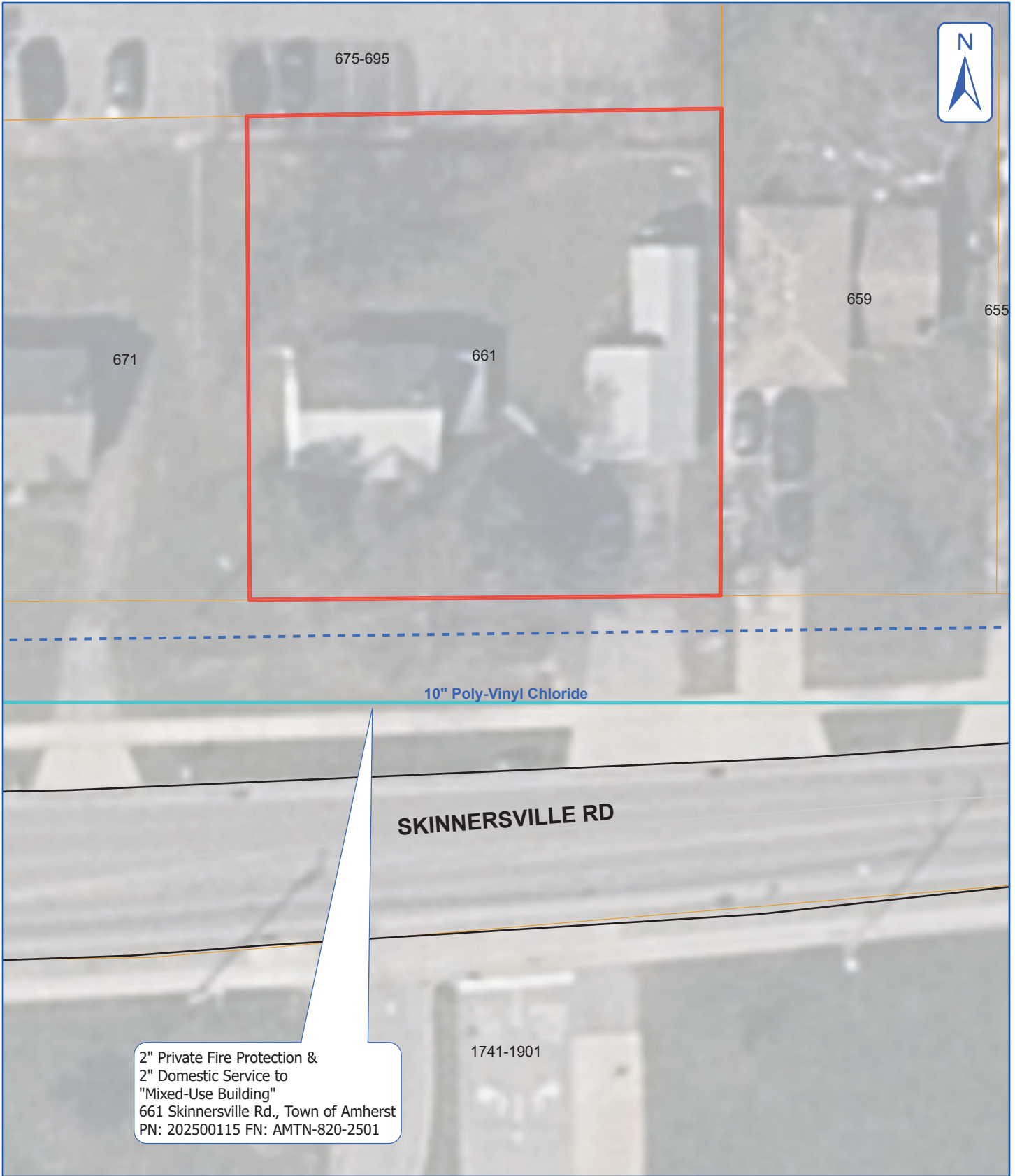
Permit Under Section 149

Issued _____

To _____

P.O. Address _____

Town Superintendent



Attachment: ECWA - 661 Skannersville Rd (RES-2025-606 : ECWA Utility Permit - 661 Skannersville Road)

661 Skannersville Rd., AMTN



Erie County Water Authority
Buffalo, New York



ERIE COUNTY
WATER AUTHORITY
 BUFFALO, NEW YORK

REVISED
 DR. M.T.F.

DR.

DATE: 7/12/10

DATE:

FIELD

OFFICE

TOWN OF AMHERST

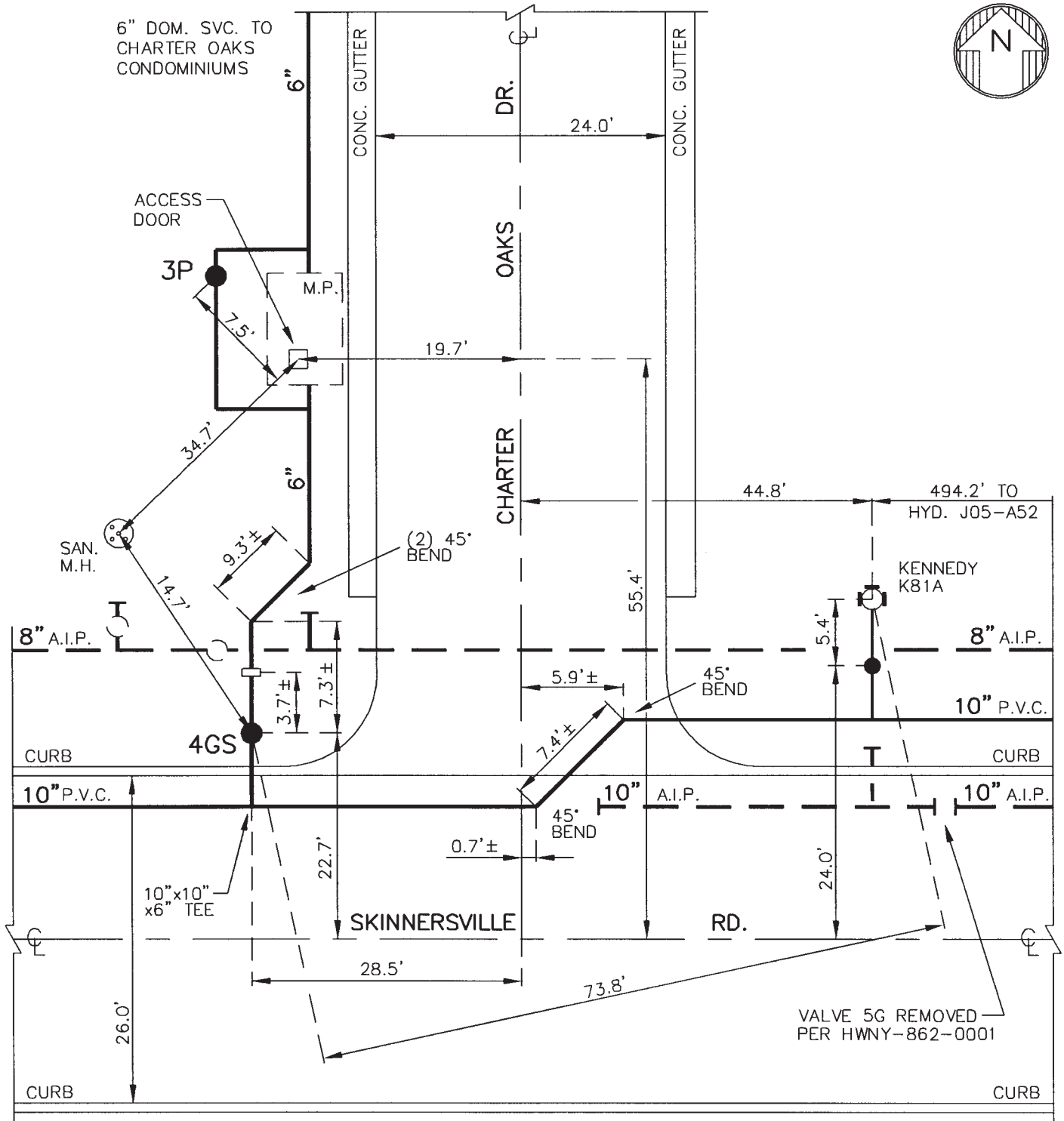
W.D. #15C

J05-A50

DETAIL SHT. NO.

200000314

CURRENT PROJECT NO.



NOTE: ± DIMENSIONS ARE
 FROM "AS-BUILTS"
 NOT FIELD CHECKED.

HWNY-862-0001
 AMTN-820-0301

J05-A50

DETAIL SHT. NO.

MASTER COPY

Packet Pg. 145



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Highway
 Initiated by: **Steven E. Floss**
 Co-Sponsored by:

DOC ID: 30630

RESOLUTION 2025-607

ADOPTED

ECWA Utility Permit - 39 Streamsong Court

Kindly adopt a resolution:

- Authorizing the Highway Superintendent to both execute and issue the attached permit; and
- Authorizing the Town Supervisor to execute the attached permit.

Thank you.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

UTILITY WORK PERMIT

Permit Issued Under Section 149 of the Highway Laws

The undersigned, the Town Superintendent of Highways, of the town of Amherst
County of Erie, upon the written application of ECWA
dated on the 22 day of May, 2025, and filed with him, as provided by section 149 of the Highway
Laws, hereby grants permission to said applicant to Install various residential services
(see attached)
(see attached)
on the highway described as follows: (see attached)

This permit is granted subject to the following conditions:

1. The work authorized by this permit shall be performed in a manner satisfactory to the town superintendent.
2. The applicant is to keep in good repair all pipes, hydrants or appurtenances which may be placed within the bounds of the highway under terms of this permit and is to save the town harmless from all damages which may accrue by reason of their location in the highway and upon notice by the town superintendent agrees to make any repairs required for the protection and preservation of the highway; and further agrees that upon the failure of the applicant to make such repairs they may be made by the town superintendent at the expense of the applicant and such expense shall be a prior lien upon the land benefited by the use of the highway for such pipes, hydrants or appurtenances.
3. If the drainage, sewer or water pipes or appurtenances which are laid under this permit are placed in a town road they shall be so placed as not to interrupt or interfere with public travel upon the highway; and the earth removed must be replaced, and the highway left in all respects in as good condition as before the work was performed.
4. If the work performed is on a road which has been improved by State aid, drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the pavement, shoulders or drainage ditches of the highway, and that portion of the trench which passes under the pavement shall be bored or pipe-driven, and in no case shall the pavement be disturbed. Upon completion of the work the highway shall be left in as good condition as before the work was performed and to the satisfaction of the town superintendent.

A-Where it becomes necessary to cut the existing pavement, a pavement cut permit is required, which you will obtain from the Town Clerk. B-The said applicant hereby agrees to hold the Town of Amherst harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit or by reason thereof. C-Applicant certifies all persons concerned with actual work under this permit are duly covered by Workmen's Compensation Insurance and the Town of Amherst shall be held harmless on account thereof.

Policy adopted by the TOWN BOARD OF AMHERST at its regular meeting, on Monday, June 23, 1958; pertaining to procedure to be followed hereafter when it becomes necessary to lay sewer, water, gas mains, including all other utilities, across Town of Amherst improved pavements:

"All utility firms and all others shall be required to bore under an improved pavement, where it becomes necessary to continue laying of its mains, sewers, or conduits across town streets and roads, at any location along said street or road and it shall be prohibited hereafter to make a pavement cut for such purpose as hereinafter above referred to."

Failure to comply with the above requirement will be considered a violation of this and other conditions as set forth in approved permit.

5. It is agreed by the applicant that any injury or disturbance of the paved portion of the highway, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the applicant to the satisfaction of the town superintendent.

6. The said town superintendent may, upon the failure of the applicant to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants or other appurtenances which may have been placed in the highway under the permit.

7. If the road which this permit is issued is at the time of issuance a town highway, and should it be thereafter improved by State aid as a State or county highway, it is agreed that the applicant shall, before its improvement at the applicant's own expense, remove drainage, sewer or water pipes or appurtenances which may be placed under this permit and will relay the same in conformity with the direction of the engineer in charge of such improvement and in accordance with the rules and regulations prescribed by the State Commission of Highways.

Dated this 22
day of May, 20 25 }
I hereby agree to conform to the conditions in the foregoing permit.

X
Town Superintendent
X
Town Engineer
X Michael Stoklosa
Applicant

Please return one signed copy to Erie County Water Authority, 3030 Union Rd.
Cheektowaga, NY 14227

Permit Under Section 149

Issued _____

To _____

P.O. Address _____

_____ *Town Superintendent* _____

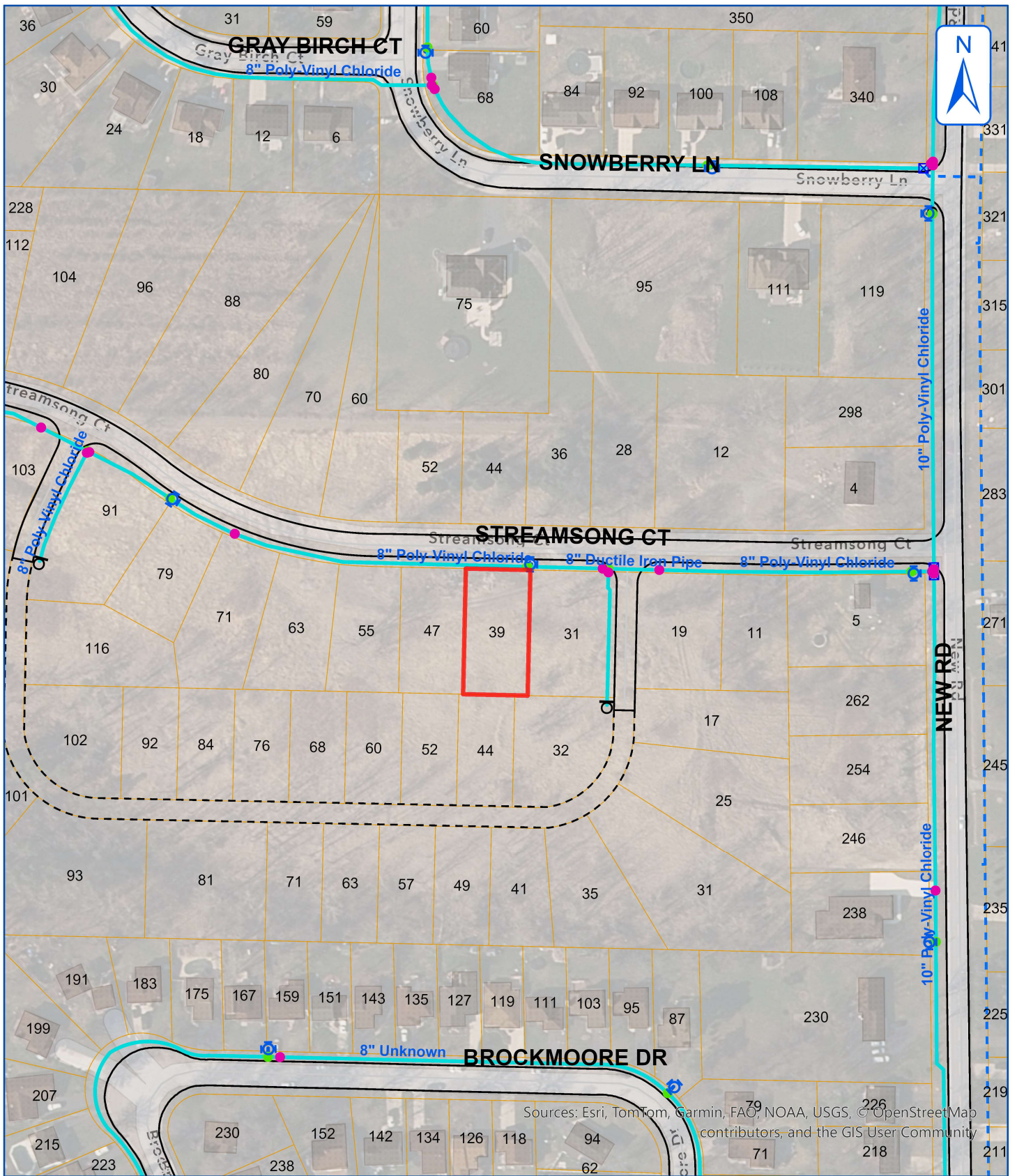
Applied for Monday 5/19/25 To Friday 5/23/25

UTITLY WORK PERMIT No. _____

TOWN OF AMHERST
AMHERST HIGHWAY DEPARTMENT
1042 NORTH FRENCH RD., WILLIAMSVILLE, NEW YORK 14221
UTILITY WORK PERMIT FOR ERIE COUNTY WATER AUTHORITY

House Number	Road Name	Between Roads		Size of Service	Main Location	Size of Main	ECWA Service Number
39	Streamsong Ct	River Oak Ln	River Oak Ln	¾"	Southernly ROW	8"	315914955

Attachment: ECWA Utility Permit-39 Streamsong C (RES-2025-607 : ECWA Utility Permit - 39 Streamsong



Attachment: ECWA Utility Permit-39 Streamsong C (RES-2025-607 : ECWA Utility Permit - 39 Streamsong Court)

39 Streamsong Ct



Erie County Water Authority
Buffalo, New York



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30615

RESOLUTION 2025-608

ADOPTED

Police Officer/Police Department (8 Positions)

Please appoint eight (8) Police Officers to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII(c). Effective July 22, 2025 at an annual salary of \$69,522. Contingent upon successful completion of all pre-employment requirements and Erie County Civil Service Rules and Regulations for Dustin Calavano, Alexis Cummings, Riley Domin, Jordan L'Esperance, Patrick Haynes, Michael Nash, III, Michael Sendlbec, III and Brandon Soto.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30617

RESOLUTION 2025-609

ADOPTED

Wastewater Treatment Plant Operator Trainee/Engineering-Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an hourly rate of \$25.57, Grade IV, Step 2 for Daniel Berke.

This is a Permanent appointment for a current employee who has been serving Provisionally.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30618

RESOLUTION 2025-610

ADOPTED

Clerk Typist/ Building Department

Please appoint a Clerk Typist to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$38,540, Grade 2, Step E for Jennifer Bennett.

This is a promotion for an employee currently serving as File Clerk.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30619

RESOLUTION 2025-611
ADOPTED

Senior Code Enforcement Officer/Building Department

Please appoint a Senior Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$83,211, Grade 18, Step F for Larry Hull.

This is a promotion for an employee currently serving as Code Enforcement Officer.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30620

RESOLUTION 2025-612

ADOPTED

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$51,696, Grade 13, Step A for Karrie Princess.

This is a promotion for an employee currently serving as Building & Zoning Clerk.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30621

RESOLUTION 2025-613
ADOPTED

Code Enforcement Officer/Building Department

Please appoint a Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$66,280, Grade 16, Step C for Conrad Nagel.

This is a promotion for an employee currently serving as Assistant Code Enforcement Officer.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30622

RESOLUTION 2025-614
ADOPTED

Electrical Inspector/Building Department

Please appoint an Electrical Inspector to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an annual salary of \$66,280, Grade 16, Step C for Gary Naylor.

This is a promotion for an employee currently serving as Assistant Electrical Inspector.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30623

RESOLUTION 2025-615
ADOPTED

Wastewater Treatment Plant Operator Trainee/Engineering-Plant 16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 8, 2025 at an hourly rate of \$24.26, Grade IV, Step 2 for Tyler Mayers.

This is a Permanent appointment for a current employee who has been serving Provisionally.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 30637

RESOLUTION 2025-616

ADOPTED

Court Officer - PT/Amherst Town Court

Please appoint a Court Officer to the Amherst Town Court. Effective July 8, 2025 at an hourly rate of \$21.50, Step 1. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII for Anthony Valvo.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 30604

RESOLUTION 2025-617

ADOPTED

Contract Extension with AMD Environmental Consultants, Inc. CRS #4317

Purpose: Authorize the Town Supervisor to Extend the Contract with AMD Environmental Consultants, Inc. to Provide Mold, Asbestos, Radon and Lead Hazard Testing, Clearance and Consulting Services.

WHEREAS, the Town provides housing rehabilitation services as a vital part of its Community Development program; and

WHEREAS, the Department of Housing and Urban Development now requires that all dwellings assisted through the Community Development Block Grant and HOME Investment Partnership Program be free of lead paint and other hazards; and

WHEREAS, the Planning Department received competitive quotations for these services from possible vendors and awarded AMD Environmental Consultants, Inc. a contract in 2023; and

WHEREAS, the contract allows for an extension for an additional two-year term, under the same pricing structure, terms and conditions as the original agreements, and

WHEREAS, Community Development requests an extension of the contract with AMD Environmental Consultants, Inc. for the period of October 1, 2025 through September 30, 2027 not to exceed \$10,000; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the agreement with AMD Environmental Consultants, Inc. for the provision of mold, asbestos, radon and lead hazard testing, clearance and consulting services.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

The funds necessary to enter into a contract with AMD Environmental Consultants are budgeted in the FY 2023, 2024 and 2025 CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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



Town of Amherst Planning Department

Erie County, New York



13.P.1.a

Brian J. Kulpa,
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

June 27, 2025

Agenda of July 7, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Contract extension with AMD Environmental Consultants, Inc. for lead hazard, mold, asbestos & radon testing services (CRS#4317)

Honorable Board Members:

The Community Development Program requests to extend their contract for lead-based paint hazard, mold, asbestos and radon testing services with AMD Environmental Consultants, Inc for housing rehabilitation and first-time homebuyer activities under the Community Development Block Grant and HOME Investment Partnerships programs.

The existing contract contains a clause allowing for an extension for an additional two-year term, through September 30, 2027, under the same pricing structure, terms and conditions as the original agreement.

This company has proven to be reliable and competent, and staff recommends extending the contract, at a cost of \$10,000.00 for the period of October 1, 2025 through September 30, 2027.

A draft resolution is attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Lead Paint
Hazard\Lead_Based_Paint_Contract_2023\TB_letter_Contract_ext_6.27.25.docx

**TOWN OF
AMHERST**
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Shawn Lavin

COUNCILMEMBERS
Jacqueline Berger
Angela Marinucci
Michael Szukala

June 16, 2025

AMD Environmental Consultants, Inc.
72 East Niagara Street, Suite 100
Tonawanda, NY 14150

Re: CRS 4317 – Bid #202305

Dear Mr. Wolf:

The Town of Amherst wishes to extend this agreement for an additional two year contract period, through September 30, 2027, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

If you wish to extend, please return three signed (3) originals to:

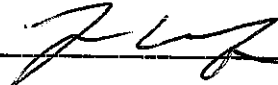
Town of Amherst Planning Department, ATTN: Susan Fitzpatrick
5583 Main Street
Williamsville, NY 14221

After approval and execution by the Town of Amherst, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend No, I do not wish to extend

Company Name: AMD Environmental Consultants, Inc.

Representative (Please print): Jonathan Wolf Title: Vice-president

Signature:  Date: June 20, 2025

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor

Date


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 30605

RESOLUTION 2025-618
ADOPTED

Request to Utilize Distressed Properties Trust Account for Costs Related to Preparing 667 Emerson Drive, Amherst, NY 14226 as a Development-Ready Parcel

WHEREAS, the Amherst Town Board created the Distressed Property Trust Fund (RES 2012-825) to address and coordinate resolutions to property maintenance issues; and

WHEREAS, the Building Department has been working towards returning the property located at 667 Emerson Drive, Amherst, NY 14226 to a vacant development-ready single-family lot; and

WHEREAS, the Building Department has determined preliminary tasks are necessary in order to prepare the site for possible demolition and redevelopment; and

WHEREAS, Town Board authorization is required to expend funds from the Distressed Property Trust Account; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst authorizes the use of the Distressed Property Trust Account (T4019.4002), for an amount not to exceed \$5,000, towards upfront legal services necessary to prepare the single-family house for condemnation and demolition, and other typical costs associated with preparing 667 Emerson Drive, Amherst, NY 14226 for resale as a vacant development-ready parcel.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Not to exceed \$5,000.00 from the Distressed Property Trust Account.

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



Town of Amherst Planning Department

Erie County, New York



13.P.2.a

Brian J. Kulpa, Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

June 20, 2025

Agenda of July 7, 2025

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to utilize the Distressed Properties Trust Account for costs related to preparing 667 Emerson Drive for resale and redevelopment.

Honorable Board Members:

In 2012, the Town established a Distressed Property Trust Account (T4019.4002) to address properties requiring Town intervention and maintenance. The Building Department has determined that it is necessary to initiate condemnation and demolition proceedings for the single-family home located at 667 Emerson Drive, Amherst NY.

The property has been vacant for several years, is in dangerous condition, and currently has over \$40,000 in outstanding property taxes. Notably, the last two winning bidders at the Erie County Tax Auction chose to forfeit their deposits rather than proceed with acquiring and rehabilitating the structure—underscoring the property's deteriorated state and lack of market viability in its current condition.

Given these conditions, Town staff recommends demolishing the structure and clearing the lot to prepare it for resale and redevelopment as a viable single-family home site. The Planning and Building Departments intend to pursue this effort using a combination of Distressed Properties Trust Account funds and Community Development Block Grant (CDBG) resources.

At this time, the Planning Department respectfully requests authorization to utilize the Distressed Properties Trust Account to cover legal costs associated with preparing the property for condemnation and demolition. A resolution is attached for your consideration. Thank you for your attention and support on this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 30627

RESOLUTION 2025-619
ADOPTED

Authorize Adoption of an Amendment to the Section III: Mainstream Voucher Program of the Erie County PHA Consortium Section 8 Administrative Plan

WHEREAS, the Town of Amherst acts as the lead Public Housing Authority (PHA) for the Erie County PHA Consortium; and

WHEREAS, the PHA is required to file an Administrative Plan with the Department of Housing and Urban Development; and

WHEREAS, it is recommended by the Administrator for the Erie County PHA Consortium, Belmont Housing Resources for WNY, to amend the Section 8 Erie County PHA Administrative Plan to create a preference for Emergency Housing Voucher (EHV) recipients to enter the Mainstream Section 8 Voucher Program; and

WHEREAS, the preference would be contingent upon EHV recipients losing their assistance due to the expiration or reduction of federal funding; now therefore,

BE IT RESOLVED, that the Town Board of the Town of Amherst adopts the amendments to Section III: Mainstream Section 8 Voucher Program in the Administrative Plan for the Erie County PHA Consortium to reflect this preference.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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



Town of Amherst Planning Department

Erie County, New York

13.P.3.a



Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowsk
Assistant Planning I

P

DP

for

July 1, 2025

Agenda of July 7, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Erie County PHA Consortium – Section 8 Administrative Plan Amendment regarding
Emergency Housing Vouchers

Dear Board Members:

The Town of Amherst is the lead for the Erie County Public Housing Authority (PHA) Consortium, which provides federal Section 8 Renter Assistance Vouchers to residents of its 42-member communities in Erie County. The day-to-day management of the program is handled by our administrator: Belmont Housing Resources for WNY, Inc. (Belmont).

Belmont is recommending to amend the Section 8 PHA Administrative Plan to create a preference for Emergency Housing Voucher (EHV) recipients to enter the Mainstream Section 8 Voucher Program. The preference would apply to EHV recipients, who are at risk of losing their assistance due to the expiration or reduction of federal funding.

Attached for your consideration is a draft resolution for adoption of this amendment to Part III: Mainstream Voucher Program in the Erie County PHA Section 8 Administrative Plan. The complete Plan is available in the Planning Department, if you wish to view it. Thank you for your consideration of this request.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\PHA\PHA Administrative Plan Amendments\2025 Amendments\TB
Letter_Amendment_PHA_Plan_7.7.25.docx

Attachment: EC TB letter 070725 (RES-2025-619 : Mainstream Voucher Program of Erie County)

PART III: MAINSTREAM VOUCHER PROGRAM

18-III.A. PROGRAM OVERVIEW [Notice PIH 2020-01 and Notice PIH 2024-30]

Mainstream vouchers assist non-elderly persons with disabilities and their families (particularly those transitioning out of institutions or at serious risk of institutionalization) in the form of either project-based or tenant-based voucher assistance.

The Mainstream voucher program, (previously referred to as the Mainstream 5-Year program or the Section 811 voucher program) was originally authorized under the National Affordable Housing Act of 1990. Mainstream vouchers operated separately from the regular HCV program until the passage of the Frank Melville Supportive Housing Investment Act of 2010. Funding for Mainstream voucher renewals and administrative fees was first made available in 2012. In 2017 and 2019, incremental vouchers were made available for the first time since the Melville Act (in addition to renewals and administrative fees), and PHAs were invited to apply for a competitive award of Mainstream vouchers under the FY17 and FY19 NOFAs. In 2020, Notice PIH 2020-22 provided an opportunity for any PHA administering an HCV program to apply for Mainstream vouchers noncompetitively, while Notice PIH 2020-09 authorized an increase in Mainstream voucher units and budget authority for those PHAs already awarded Mainstream vouchers under the FY17 and FY19 NOFAs.

Funding and reporting for Mainstream vouchers is separate from the HCV program. Funds for Mainstream vouchers may be recaptured and reallocated if the PHA does not comply with all program requirements or fails to maintain a utilization rate of 80 percent for the PHA's Mainstream vouchers.

The Consolidated Appropriations Act, 2024 (Public Law 118-42) authorized HUD to establish waivers and alternative requirements for Mainstream Vouchers related to the administration of waiting lists, local preferences, and the initial term and extensions of tenant-based vouchers. HUD is not permitted to waive requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards, and the environment. Prior to this, Mainstream vouchers follow the same program requirements as standard vouchers.

18-III.B. ELIGIBLE POPULATION [Notice PIH 2020-01 and Notice PIH 2020-22]

All Mainstream vouchers must be used to serve non-elderly persons with disabilities and their families, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old as of the effective date of the initial HAP contract. The eligible disabled household member does not need to be the head of household.

The definition of person with disabilities for purposes of Mainstream vouchers is the statutory definition under section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

Existing families receiving Mainstream vouchers, where the eligible family member is now age 62 or older, will not "age out" of the program as long as the family was eligible on the day it was first assisted under a HAP contract.

PHA Policy

Applicant must provide verification of receipt of SSI or SSD payments, or Veteran's pension based on disability. Verification from a third-party such as a physician, psychiatrist, or case worker is **not** acceptable proof of disability of purposes of determining eligibility for the Mainstream Program.

18-III.C. PARTNERSHIP AND SUPPORTIVE SERVICES [Notice PIH 2020-01]

PHAs are encouraged but not required to establish formal and informal partnerships with a variety of organizations that assist persons with disabilities to help ensure eligible participants find and maintain stable housing.

PHA Policy

The PHA has not partnered with any other groups in the operation of its Mainstream program.

18-III.D. WAITING LIST ADMINISTRATION [Notice PIH 2024-30]

For Mainstream vouchers, HUD has waived 24 CFR 982.204(f), which requires one waiting list for the HCV program and allows PHA the discretion to operate a Mainstream voucher waiting list that is separate from the general HCV waiting list. This is optional.

If the PHA chooses to create a separate Mainstream waiting list, the PHA must notify families on the HCV waiting list of the separate Mainstream waiting list and provide an opportunity for families on the HCV list to be placed on the Mainstream list.

If the PHA does not pursue the optional waiver to maintain a separate Mainstream waiting list, the PHA must still ensure program access for individuals with disabilities.

Upon turnover, vouchers must be provided to Mainstream-eligible families.

PHA Policy

The PHA will establish a separate waiting list for the Mainstream program.

All PHA policies on opening, closing, and updating the waiting list in Chapter 4 will also apply to the Mainstream waiting list.

18-III.E. PREFERENCES [Notice PIH 2024-30]

While PHAs may establish local preferences based on local housing needs and priorities in accordance with 24 CFR 982.207(a), HCV regulations do not permit PHAs to establish separate preferences for Mainstream voucher applicants. HUD waived 24 CFR 982.207(a)(1) and allows PHAs to establish separate preferences for Mainstream voucher applicants. However, PHAs may not apply a residency preference to Mainstream voucher applicants.

PHAs with outstanding Olmstead-related litigation or enforcement activities, as well as those undertaking affirmative Olmstead planning and implementation efforts, who wish to establish preferences that target individuals with specific disabilities must request HUD approval. The process for requesting approval for a remedial preference targeting individuals with specific disabilities is outlined in Notice PIH 2012-31.

Regardless of whether a PHA chooses to adopt separate Mainstream voucher preferences, if the PHA claimed points for a preference in a NOFO application for Mainstream vouchers, the PHA must adopt a preference for at least one of the targeted groups identified in the NOFO. PHAs may choose to apply NOFO preferences to the entire HCV waiting list or only to Mainstream voucher applicants as a separate Mainstream voucher preference.

PHAs may use either date and time of application or a drawing or other random choice technique in selecting families from the Mainstream waiting list among applicants with the same preference status in accordance with the PHA's administrative plan.

PHA Policy

A local preference will be provided to current Emergency Housing Voucher (EHV) participants who are at risk of losing their housing assistance due to the expiration or reduction of federal EHV program funding. Eligible individuals must provide documentation from the Public Housing Agency administering their EHV that confirms their assistance is ending solely due to lack of continued federal funding, and not due to participant fault or program violation.

18-III.F. VOUCHER ISSUANCE

Initial Search Term [Notice PIH 2024-30]

For Mainstream vouchers, HUD waived 24 CFR 982.303(a), which requires an initial search term of at least 60 days, and established an alternative requirement that the initial search term for a Mainstream voucher be at least 120 days. The initial 120-day term also applies when a family chooses to move to a new unit with continued assistance inside or outside the PHA's jurisdiction. When issuing a Mainstream voucher, the PHA also must provide a current listing of available accessible units known to the PHA and, if necessary, otherwise assist the family in identifying an accessible unit.

PHA Policy

The initial voucher term for all Mainstream vouchers, including those issued when a family wishes to exercise portability, will be 120 days.

Voucher Extension [Notice PIH 2024-30]

The PHA's administrative plan must describe the PHA's policies for granting extensions to the initial 120-day voucher term and provide clear instructions to families on the procedures for requesting an extension. If a family requires additional time, the PHA is required to provide an extension as a reasonable accommodation.

PHAs must adopt an extension policy for Mainstream vouchers that includes the following:

- Each extension must be for a minimum of 90 days;
- The PHA must approve the first extension request, regardless of how the request is made (written or verbal) or when it is made, as long as the request is made on or before the expiration date of the voucher and is consistent with applicable requirements (subsequent requests should be processed in accordance with the PHA's administrative plan); and
- The PHA must, on at least one occasion after voucher issuance, notify the family prior to the expiration of the initial term to remind them of the expiration date, the process for requesting an extension, and to inquire if the family is in need of assistance with their housing search.

As part of its search extension policy, the PHA may not restrict a first extension approval to certain circumstances or require documentation from applicants. For all extension requests, a written or verbal request is sufficient. In providing notice to families of the expiration date and extension request process, PHAs must ensure effective communication with persons with disabilities, including those with vision, hearing, speech, intellectual or other developmental disabilities, or any other communication-related disabilities. PHAs must approve all extensions

made as a reasonable accommodation, and PHAs must provide this information during the family briefing.

PHA Policy

At least 30 days prior to the expiration of the initial term of the voucher, the PHA will contact the family to remind them of the expiration date of their voucher, the process for requesting an extension, and to inquire if the family needs assistance with their housing search. Depending on the family's preferred method of communication, the PHA may contact the family via telephone, text message, email, or other accessible communication method. The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, speech, intellectual or other developmental disabilities, or any other communication-related disabilities.

Families may request an extension, either orally or in writing, at any time prior to the expiration of the family's voucher. All requests for extensions will automatically be granted without the requirement for the family to provide documentation. The initial extension period will be for 90 days. If the family requires additional extensions beyond 90 days, the family may request additional extensions, either orally or in writing, at any time prior to the expiration of the extended voucher term. All subsequent extensions will also be for a period of 90 days and will not require the family to meet certain circumstances or provide documentation. Each time the family requests an extension, the PHA will inquire if the family needs assistance with their housing search and will provide a current listing of available accessible units known to the PHA.

18-III.G. PORTABILITY [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]

Mainstream voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to Mainstream families.

The following special considerations for Mainstream vouchers apply under portability:

- If the receiving PHA has a Mainstream voucher available, the participant may remain a Mainstream participant.
 - If the receiving PHA chooses to bill the initial PHA, then the voucher will remain a Mainstream voucher.
 - If the receiving PHA chooses to absorb the voucher, the voucher will be considered a regular voucher, or a Mainstream voucher if the receiving PHA has a Mainstream voucher available, and the Mainstream voucher at the initial PHA will be freed up to lease to another Mainstream-eligible family.
- If the receiving PHA does not have a Mainstream voucher available, the participant may receive a regular voucher.

18-III.H. PROJECT-BASING MAINSTREAM VOUCHERS [FY19 Mainstream Voucher NOFA Q&A]

The PHA may project-base Mainstream vouchers in accordance with all applicable PBV regulations and PHA policies in Chapter 17. PHAs are responsible for ensuring that, in addition

to complying with project-based voucher program requirements, the project complies with all applicable federal nondiscrimination and civil rights statutes and requirements. This includes, but is not limited to, Section 504 of the Rehabilitation Act (Section 504), Titles II or III of the Americans with Disabilities (ADA), and the Fair Housing Act and their implementing regulations at 24 CFR Part 8; 28 CFR Parts 35 and 36; and 24 CFR Part 100. Mainstream vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

PART IV: NON-ELDERLY DISABLED (NED) VOUCHERS

18-IV.A. PROGRAM OVERVIEW [Notice PIH 2013-19]

NED vouchers help non-elderly disabled families lease suitable, accessible, and affordable housing in the private market. Aside from separate funding appropriations and serving a specific population, NED vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a NED voucher differently from other applicants and participants.

Some NED vouchers are awarded to PHAs through competitive NOFAs. The NOFA for FY2009 Rental Assistance for NED made incremental funding available for two categories of NED families:

- **Category 1** vouchers enable non-elderly persons or families with disabilities to access affordable housing on the private market.
- **Category 2** vouchers enable non-elderly persons with disabilities currently residing in nursing homes or other healthcare institutions to transition into the community. PHAs with NED Category 2 vouchers were required to partner with a state Medicaid or health agency or the state Money Follows the Person (MFP) Demonstration agency.

Since 1997, HCVs for NED families have been also awarded under various special purpose HCV programs: Rental Assistance for Non-Elderly Persons with Disabilities in Support of Designated Housing Plans (Designated Housing), Rental Assistance for Non-Elderly Persons with Disabilities Related to Certain Types of Section 8 Project-Based Developments (Certain Developments), One-Year Mainstream Housing Opportunities for Persons with Disabilities, and the Project Access Pilot Program (formerly Access Housing 2000).

- **Designated Housing** vouchers enable non-elderly disabled families, who would have been eligible for a public housing unit if occupancy of the unit or entire project had not been restricted to elderly families only through an approved Designated Housing Plan, to receive rental assistance. These vouchers may also assist non-elderly disabled families living in a designated unit/project/building to move from that project if they so choose. The family does not have to be listed on the PHA's voucher waiting list. Instead, they may be admitted to the program as a special admission. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 30628

RESOLUTION 2025-620

ADOPTED

Approval for Supervisor to Execute an Amendment to the Grant Agreement for the NYS Plus One Accessory Dwelling Unit Program CRS #4000/5692

WHEREAS, the Town of Amherst received a \$2 Million grant award from the New York State Homes and Community Renewal's Plus One Accessory Dwelling Unit (ADU) Program in order to create the Amherst ADU Pilot Program; and

WHEREAS, the Program's Grantor, New York State Housing Trust Fund Corporation has increased the eligible household income threshold for the program; and

WHEREAS, the Town's grant agreement must be amended to reflect the increase in Area Median Income from 100% to 120% for eligible program participants; now therefore

BE IT RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to execute Amendment No. 2 to the Grant Agreement for the Plus One ADU Program.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration as a grant match is not required; and the submittal of the grant proposal will have no impact on the Town Budget or tax rate.

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



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Director

Daniel J. Ulatowski,
Assistant Planning Director

July 1, 2025

Agenda of July 7, 2025

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

RE: Approval for Supervisor to Execute a Grant Agreement Amendment for the NYS Homes and Community Renewal's Plus One Accessory Dwelling Unit Program.

Honorable Members:

The Planning Department formally requests the Town Board's approval for an amendment of the grant agreement for Amherst's Plus One Accessory Dwelling Unit (ADU) Program Grant with NYS Homes and Community Renewal (SHARS ID# 20230050).

The amendment reflects the NYS Plus One Accessory Dwelling Unit Program's policy change from the Grantor, NYS Homes and Community Renewal, to increase the eligible household income threshold from 100% Area Median Income (AMI) to 120% of AMI.

At this time, the Planning Department is requesting approval for the Supervisor to execute the Grant Agreement Amendment No. 2 (attached) required by NYS Homes and Community Renewal. Should you require any further details, please feel free to contact Laurie Stillwell at (716) 631-7050 or lstillwell@amherst.ny.us.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

X:\Special_Projects\ADU Grant\Grant Administration\Grant Agreement\AMI Amendment\TB Ltr - ADU Agrmt Amendment 2 7.7.25.docx

Attachment: ADU TB letter 070725 (RES-2025-620 : Grant Agreement for the NYS Plus One ADU Program)

**AMENDMENT No. 2
Plus One ADU Program – Round
[Town of Amherst]
(SHARS ID: 20230050)**

This Amendment, as entered into as of the **13th day of June** between the Housing Trust Fund Corporation (“Corporation”), and **Town of Amherst** (“Recipient”), a not-for-profit corporation.

Whereas, the Corporation and the Recipient executed a Plus One ADU Program (“Grant Agreement”) as of the 20th day of March, 2023; and

Whereas, the parties hereto wish to amend the Plus One ADU Program – Round 1- Grant Agreement.

Now therefore, the parties agree as follows:

1. **Section 8. Regulatory Period** is hereby amended and restated to read as follows:

The Recipient, for a period of ten (10) years from the date of a completed accessory dwelling unit's final inspection and the submission of a Certificate of Occupancy or Certificate of Completion and approval thereof (“Regulatory Period”), shall take all necessary steps to ensure that owners of the accessory dwelling units improved under the Program (“Assisted Property”) maintain the Assisted Property in good condition.

The Recipient shall take all necessary steps to ensure that the Assisted Property is maintained in good condition and repair and is occupied by a year-round or long-term tenant for the duration of the Regulatory Period. Short-term rentals, including vacation and seasonal rentals, are not permitted and would constitute a violation of the regulatory terms. Owners of Assisted Properties are not obligated to collect rent from the occupant of the accessory dwelling unit (“ADU”) on the Assisted Property if the occupant is a family-member or for other reasons at their discretion. Owners of Assisted Property that becomes vacant during the Regulatory Period must make good faith efforts to market the Assisted Property to potential long-term tenants.

If an Owner of an Assisted Property sells or otherwise conveys the Assisted Property during the Regulatory Period, the Assisted Property must either be sold or otherwise conveyed to an individual(s) with an adjusted household income of no more than **120% of area median income** or the grant funds provided under the Program will be subject to repayment in accordance with a simple declining balance based on the ten year regulatory term, and as detailed in a Restrictive Covenant. In the event that the Assisted Property is sold or otherwise conveyed in accordance with these terms and those of the Restrictive Covenant, the new Owner of the Assisted Property must execute an Affirmation assuming the regulatory requirements and responsibilities found herein and found in the Restrictive Covenant. Failure to execute such Affirmation may result in a recapture of Program funds in accordance with a simple declining balance based on the ten-year regulatory term.

The Recipient shall require every owner of an Assisted Property (“Eligible Owner”) to execute a Restrictive Covenant, in the form provided by the Corporation, which shall be recorded in the County Clerk’s Office for the county in which the Assisted Property is located. The Recipient agrees to operate, monitor, and regulate the Program in accordance with the terms of this Agreement, throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

2. **Schedule B: Section 6: Ongoing Maintenance and Obligations of Property Owner:**

a. **Sale of Property**

If the accessory dwelling unit that was assisted with Plus One ADU funds is sold or otherwise conveyed to an individual(s) with an adjusted income that is greater than **120% of the area median income**, the grant funds shall be subject to repayment in accordance with a simple annual declining balance based on the ten-year regulatory term. In the event that the Assisted Property is sold or otherwise conveyed to an individual(s) with an adjusted gross income that is less than **120% of the area median income** and in accordance with the terms of this Agreement and those of the Restrictive Covenant, the new Owner of the Assisted Property must execute an Affirmation assuming the regulatory requirements and responsibilities found herein and found in the Restrictive Covenant. Failure to execute such Affirmation may result in a recapture of Program funds in accordance with a simple declining balance based on the ten-year regulatory term

3. **Schedule A – Awarded Budget and Projected Accomplishments** of the Grant Agreement is hereby amended to read as follows:

Award

Award Amount: \$2,000,000

Max Per Unit: \$125,000
This maximum per unit amount is inclusive of pre-development, construction, and program delivery expenses. Program delivery cannot exceed 10% of project award amount.

Adjustments:

Proposed Units: 16

Adjustments: 0

Max Unit Capacity: 16

4. Except as expressly provided in this Amendment, the Plus One ADU Program Grant Agreement remains in full force and in effect.

{Signature Page Follows}

IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

Town of Amherst

By: _____

By: _____

Name: Dina Levy
Title: Sr. Vice President

Authorized Signatory Name:
Title:

STATE OF NEW YORK)

COUNTY OF _____) ss:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Attachment: 20230050 - Town of Amherst - Amendment No 2 (RES-2025-620 : Grant Agreement for the NYS Plus One ADU Program)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 30609

RESOLUTION 2025-621
ADOPTED

Vocational Training Contract (CRS #5667) Williamsville Central School District

TOWN BOARD AGENDA ITEM : JULY 7, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Vocational Training Contract (CRS #5667)
 Williamsville Central School District

Kindly adopt a Resolution authorizing the Supervisor to enter into and execute the above entitled contract with the Williamsville Central School District (CRS #5667). This contract has successfully completed the Contract Routing Process.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (***Agenda Item: July 7, 2025***)

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

MEMORANDUM OF AGREEMENT
FOR EXTENDED CLASSROOM
VOCATIONAL TRAINING CONTRACT

This is an agreement between the Williamsville Central School District (hereinafter “District”) Town of Amherst Police Department for the provision of community-based vocational training.

According to this agreement, Town of Amherst Police Department agrees to permit [REDACTED] (hereinafter “Student”), age 19 to enter its work site for the purpose of receiving community-based vocational training. This training agreement will ensure that the student receives opportunities for training in the specific skills for the job activities selected, as well as the vocational and social skills related to the job.

I. Training Arrangement

- A. Both parties acknowledge that this arrangement does not constitute an employment agreement. Rather, the training placement herein established is part of a community-based vocational training provided to the Student.
 - B. When direct supervision is required as determined by the student’s needs, such supervision shall be provided by a District employee. The District employee will be responsible for assisting and monitoring the student and will collect data specific to targeted goals and/or vocational skills.
 - C. The District employee will be responsible for ensuring that the Student follows company policies and regulations that apply to all employees.
 - D. The District will comply fully with all appropriate New York State labor laws including laws specific to prohibitive occupations and New York State Education Department laws/regulations.
 - E. It is understood that the Company will not pay the student for the job duties completed while on this community-based site. It is also understood that the activities of the Student will not result in an immediate advantage to the Company.
 - F. The Company reserves the right to discontinue the training placement upon four weeks notice. However, if a problem arises, the Company agrees to discuss the situation with the Transition Team Member (Teacher, COTA, and/or Administrator) immediately to identify solutions prior to discontinuing the training experience.
- 1
- G. The Student will be covered by accidental/health insurance provided through the District during training hours.

H. All parties agree to abide by the guidelines developed by the U.S. Department of Labor and the U.S. Department of Education for non-paid vocational training sites.

II. General Responsibilities

- A. Appropriate safety instruction will be provided.
- B. A school district name employee will act as a mentor/supervisor for the students for the duration of the experience.
- C. This program will comply with all Federal and State Labor Department and New York State Education Department laws/regulations. In the event the student may be working in a New York State Department of Labor (NYSDOL) deemed hazardous location and/or a prohibitive occupation, all parties will comply with current NYSDOL regulations.
- D. Students will be accepted into this program and otherwise treated without regard to age, color, religion, creed, disability, marital status, national origin, race, gender or sexual orientations.
- E. The program/experience will comply fully with all of the following criteria points which are outlined in the United States Department of Labor's Employment Relationships Under the Fair Labor Standards Act

Whether students are employees of the institution under the Fair Labor Standards Act will depend upon all of the circumstances surrounding their activities on the premises of the institution. If all of the following criteria apply, the students are not considered employees within the meaning of the Act:

- (a) the training, even though it includes actual operation in the facilities of the institution, is similar to that which would be given in the Career and Technical Education Program;
- (b) the training is for the benefit of the students;
- (c) the trainees or students do not displace regular employees, but work under their close observation;
- (d) the institution that provides the training derives no immediate advantage from the activities of the students, and on occasion, his operations may actually be impeded; the students are not necessarily entitled to a job at the conclusion of the training period; and
- (e) the institution and the students understand that the trainees or students are not entitled to wages for the time spent in the extended classroom.

- A. The students must abide by all regulations set forth by participating business/agency/institution. Failure to do so may cause immediate removal from the experience. (i.e., dress code, behavior).
- B. The student is representing the school district in the community, therefore we expect him/her to act and behave appropriately according to the expectations of the company.

III. General Terms and Conditions

- A. Termination. This agreement shall continue until the date one of the following occurs:
 1. The Student completes his/her rotation at this internship site or leaves the District's program;
 2. The Company terminates this agreement after having consulted with the student's teacher/trainer pursuant to § I(E) of this agreement; or
 3. The expiration of this program.
- B. Survival. The rights and obligations of any party which by their nature extend beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this agreement.
- C. Indemnification.
 1. The District shall defend, indemnify and hold harmless the Company and its parent, subsidiaries, and affiliated corporations and their respective directors, officers, employees, agents, independent contractors, successors, and assigns (the "indemnitees"), from and against all losses, expenses, damages, claims, suits, actions, awards, reasonable attorneys' fees and liabilities to the extent caused by:
 - (a) The District's or the Student's failure to comply with any applicable terms or conditions of this agreement; or
 - (b) The enforcement of this agreement.
- D. Insurance. The District shall maintain adequate insurance protection covering its respective activities hereunder. Specifically, coverage provided by the District shall include a Commercial General Liability policy (with endorsements for errors and omissions and personal injury) written on an occurrence basis; with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, such limits to be attained via a combination of primary and excess umbrella liability coverage. The required insurance shall insure the interests of the Company regardless of any breach or violation by the District of warranties, declarations, or conditions contained in such policies or any action or inaction taken by the District or any other person.
- E. Representations. The District hereby represents that it has the full power and authority to enter into this agreement and to perform the services and obligations contained herein, and that the District has all licenses, permits, and other authorizations necessary for it to legally perform its obligations hereunder.

F. General Terms.

1. *Severability.* If any provision of this agreement is declared or found to be illegal, unenforceable, or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.
2. *Waiver.* No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.
3. *Governing Law.* The provisions of this agreement shall be construed in accordance with the laws of the State of New York, including conflict of law provisions.
4. *Modifications in Writing.* Any modification or amendment of any provision of this agreement must be in writing executed by duly authorized representatives of both parties.
5. *Company's Affiliates.* The rights granted to the Company hereunder shall be deemed to run to the benefit of all other assignees of the Company, including all subsidiaries, parent company, and other affiliates of the Company and the purchaser of all or substantially all of the Company's assets. Approvals

Business Sponsor Date

Transition Team Member(s) Date

Student Date

Parent/Guardian Date

District Administrator Date

(The School District does not discriminate on the basis of race, color, national origin, creed, sex and age or handicapping condition as defined by law and are in compliance with Title IX of the Education Amendments of 1972 and with Section 504 of the rehabilitation Act of 1973. The compliance officer for Title IX and Section 504 is Dr. Anna Cieri and is available at the Williamsville Central School District, 105 Casey Road, P.O. Box 5000, Phone: 626-8061)
"VOCATIONAL TRAINING CONTRACT" kms 03/22/18


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30610

RESOLUTION 2025-622
ADOPTED

TOA Bid 2024031 Liquid Sodium Bi-Sulfite PVS Chemical Solutions, Inc. CRS No.5679

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS Chemical Solutions, Inc. The terms and conditions within Town of Amherst Bid 2024031 Liquid Sodium Bi-Sulfite will remain the same. The term of this contract extension will be from September 03, 2025 run through September 02, 2026.

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

Funds for this request are available in G9916-4820.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4820

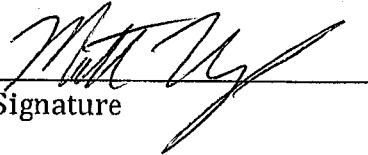
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

AGREEMENT

Let this document stand as an Agreement between PVS Chemical Solutions, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS Chemical Solutions, Inc. Both parties agree that the terms and conditions specified in the executed contract for Liquid Sodium Bi-Sulfite, Bid 2024031 would remain the same. The term of this contract extension will be from September 03, 2025 through September 02, 2026 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PVS CHEMICAL SOLUTIONS, Inc.

By:


Signature

Matthew Nowaczok

Printed name

Assistant Secretary

Title

Date:

June 26, 2025

Agreed to and Accepted by:
TOWN OF AMHERST

By:

Brian J. Kulpa
Supervisor

Date:

Attachment: PVS (RES-2025-622 : TOA Bid 2024031 Liquid Sodium Bi-Sulfite)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30611

RESOLUTION 2025-623
ADOPTED

TOA Bid 2025002 Sodium Hydroxide 50% Solution Slack Chemicals Company, Inc. CRS No.5860

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Slack Chemical Company, Inc. The terms and conditions within Town of Amherst Bid 2025002 Sodium Hydroxide 50% Solution will remain the same. The term of this contract extension will be from August 5, 2025 and run through February 04, 2026.

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

Funds for this request are available in G9916-4830.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4830

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

AGREEMENT

Let this document stand as an Agreement between Slack Chemical Company, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Slack Chemical Company, Inc. Both parties agree that the terms and conditions specified in the executed contract for Sodium Hydroxide 50% Solution, Bid 2025002 would remain the same. The term of this contract extension will be from August 5, 2025 through February 04, 2026 and be effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
SLACK CHEMICAL COMPANY, INC.

By: 

Signature

Derek Davis
Printed name

General Manager
Title

Date: 6/23/25

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____

Brian J. Kulpa
Supervisor

Date: _____

Attachment: Slack Chemical Company (RES-2025-623 : TOA Bid 2025002 Sodium Hydroxide 50% Solution)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30613

RESOLUTION 2025-624
ADOPTED

Lift Station Communication Hosting Agreement Extension Colacino Industries, Inc. CRS No. 5678

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Colacino Industries, Inc. The terms and conditions within the current Lift Station hosting Agreement will remain the same. This extension will be from the date of Town Board Approval by the Town of Amherst and be effective from July 10, 2025 through July 09, 2026.

Funds for this request are available in G9916-4110.

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4110

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

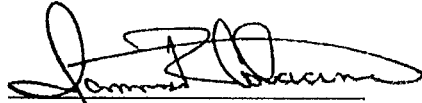
AGREEMENT

Let this document stand as an agreement between Colacino Industries, Inc. and the Town of Amherst to extend their current Lift Station Communication Hosting Agreement, executed on July 10, 2014 with TOA RES 2014-763, for a period of 12 months. It is mutually agreed by both parties to remove the language within paragraph marked by the letter "O" and that the remaining terms and conditions will remain the same, the TOA will be invoiced at \$65.00 / Site / Month as stated in the original agreement. This extension will run from July 10, 2025 through July 9, 2026.

Agreed to and Accepted by:

Colacino Industries, Inc.

By:



Signature

James R Colacino
Printed name

President
Title

Date: 5/15/25

Agreed to and Accepted by:

TOWN OF AMHERST

By:

Brian J. Kulpa
Supervisor

Date: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30614

RESOLUTION 2025-625

ADOPTED

Request to Standardize to Gorman Rupp Pumps and Components

For over 30 years, the Engineering Department has utilized Gorman Rupp Pumps in its lift stations. There are a total of 22 lift stations throughout the Town, along with (6) pumps located at the WPCF. These pumps require periodic maintenance and repair. The WPCF has tried shifting from original equipment manufacturer (OEM) components to utilizing after-market or reverse engineered components, resulting in reduced pumping capacities and premature failures. In order to optimize the performance and pumping capacities, the WPCF would like to obtain approval to standardize to Gorman Rupp pumps and components, as they have been tested and proven more effective. The previous request to standardize (Nov. 30th 2020, Resolution RES-2020-930) was for Gorman Rupp components only, this request will now include complete pumps.

The Engineering Department WPCF requests that the Town Board approve a standardization of Original Equipment Manufacturers (OEM) Components when procuring for Gorman Rupp pump maintenance, repairs or if necessary upgrades and/or replacement pumps. This equipment and components is generally proprietary and provided from a sole source distributor.

There is no financial impact for this request.

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30625

RESOLUTION 2025-626
ADOPTED

Account Transfer Request Sanitary Sewer Relining – Mini-System-01 – CRS #5688 Town of Amherst Job No. 2025.001G

We are requesting Town Board approval authorizing to use \$38,913.00 from the Sewer Remediation Trust Fund T4030, to fund Sanitary Sewer Relining & Manhole Rehab, to fully fund CRS #5688 Kenyon Pipeline Inspection, LLC contract.

Please approve the following:

Budget Transfer of \$38,913 from T4030-9000, Sewer Remediation Trust – Interfund Transfer Out

To KP2516-05031, Sanitary Sewer Relining & Manhole Rehab – Interfund Transfer In

Budget Amendment Increase \$38,913 to KP2516-05031, Sanitary Sewer Relining & Manhole Rehab – Interfund Transfer In

And KP2516-4972, Sanitary Sewer Relining & Manhole Rehab – Construction Expense

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

T-4030-9000 to KP2516-4972

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30635

RESOLUTION 2025-627
ADOPTED

Change Order No. 1: Increase of \$50,000 WPCF: Building No. 1 Micro-Screen and Valve Improvements Town of Amherst Project No. 2016.002H and 2018.002B, CRS #5676

The Engineering Department requests the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order approval will allow for the addition of \$50,000 to the contract value which is the partial award of the as bid (\$60,000) contingency amount to cover unforeseen project work. This will increase the original contract amount from \$258,750.00 to \$308,750.00. This important bid item was not awarded at contract award due to lack of funding.

Funding for this request is available from the following sources:

KP-2518-4972 \$50,000

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP-2518-4

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: July 7, 2025 (CRS#)

Contract/Project Title: WPCF: Building No. 1 Micro-screen and Valve

Improvements [TOA Project #2016.002H and 2018.002B]

Vendor: CIR Electric Construction Co.

ORG: KP: 2518

OBJECT: 4972

Amount: \$50,000 Net Increase [new total: \$308,750.00]

Contract Period: June 17, 2024 – October 31, 2025

Department contact: Richard Rink, PE [ext. #8071]

APPROVED AS TO CONTENT

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: CIR Docs for CRS (RES-2025-627 : Change Order No. 1: Increase of \$50,000)

CHANGE ORDER NO.: EC-001

Owner: Town of Amherst Owner's Project No.: 2016.002H & 2018.002B
 Engineer: Arcadis of New York, Inc. Engineer's Project No.: 30054551
 Contractor: CIR Electrical Construction Co.
 Project: WPCF Building No. 1 Screen and Valve Improvements
 Contract Name: Electrical Construction Contract
 Date Issued: June 13, 2025 Effective Date of Change Order: June 13, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Provide contingency allowance available as reserve for sole use by Owner to cover unanticipated costs.

Attachments:

None

Change in Contract Price	Change in Contract Times (Calendar Days)
Original Contract Price: \$ 258,750.00	Original Contract Times: Substantial Completion: 450 Ready for final payment: 495
Increase from previously approved Change Orders: \$ 0	Increase from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 258,750.00	Contract Times prior to this Change Order: Substantial Completion: 450 Ready for final payment: 495
Increase this Change Order: \$ 50,000	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 308,750.00	Contract Times with all approved Change Orders: Substantial Completion: 450 Ready for final payment: 495

Recommended by Engineer

By: 
 Title: Project Manager
 Date: June 13, 2025

Accepted by Contractor


 Partner / COO - Marc A. Brunelle
 6.13.2025

Authorized by Owner

By: _____
 Title: _____
 Date: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 07/07/25 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 30636

RESOLUTION 2025-628
ADOPTED

**Change Order No. 1: Increase of \$100,000 (Funding for
 Contingency) and \$80,000 (Funding for Controls Integration)
 WPCF: Building No. 1 Microscreen and Valve Improvements
 Town of Amherst Project No. 2016.002H and 2018.002B
 CRS#5687**

The Engineering Department requests the Town Board approve the above referenced change order which calls for a net increase in the contract price. This change order approval will allow for the addition of \$100,000.00 to the contract value, which is the partial award of the as bid (\$190,000) contingency amount to cover unforeseen project work. In addition this change order approval will allow for the addition of \$80,000 to the contract value which is the full award of this bid item for controls programming and integration. These two items will increase the contract award from \$4,498,000 to \$4,678,000. These important bid items were not awarded at contract award due to lack of funding.

Funding for this request is available from the following source:

KP-2518-4972 \$180,000 [contingency \$100,000 + integration \$80,000]

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

Thank you for considering this request.

7/7/2025

A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP-2518-4972 \$180,000 [contingency \$100,000 + integration \$80,000]

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: July 7, 2025 (CRS#)

Contract/Project Title: WPCF: Building No. 1 Micro-screen and Valve

Improvements [TOA Project #2016.002H and 2018.002B]

Vendor: Hohl Industrial Services, Inc.

ORG: KP: 2518

OBJECT: 4972

Amount: \$180,000 Net Increase [new total: \$4,678,000.00]

Contract Period: June 17, 2024 – October 31, 2025

Department contact: Richard Rink, PE [ext. #8071]

APPROVED AS TO CONTENT

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: Hohl Bldg# 1 CO-1 CRS Doc (RES-2025-628 : Change Order No. 1.)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 07/07/25 03:00 PM
Department: Town Clerk
DOC ID: 30626

15.1

COMMUNICATION 2025-66

REFERRED

**Correspondence from Sean Hopkins, Esq. - 2190-2200
Wehrle Drive**

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2200 Wehrle Drive.

7/7/2025

A motion to refer to the Town Attorney and Planning Department was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

CARMINA WOOD DESIGN

June 30, 2025

Brian Kulpa, Town Supervisor
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Re: Bicentennial Comprehensive Plan Amendment
Proposed Multi-Family Project 2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development, Inc.

Dear Supervisor Kulpa and Members of the Town Board:

During the public hearing held by the Town Board regarding the pending request to amend the Bicentennial Comprehensive Plan on June 23, 2025, several residents living in the vicinity of 2190-2200 Wehrle Drive (the "Project Site") expressed concerns about potential impacts to the existing water pressure in the area and whether the proposed multifamily project will have adverse impacts on the existing water pressure. Carmina Wood Design has coordinated with the Erie County Water Authority ("ECWA") to evaluate the available water pressure at the Project Site. The project is proposed to have a typical average daily water use demand of 43.5 gpm (62,700 gpd). Per Erie County requirements, 1,000 gpm is used for fire flow demand through the proposed private hydrants.

Based on the preliminary analysis conducted by the ECWA, supported by the attached correspondence and hydrant flow reports for the nearest fire hydrants, it is our firm's professional opinion that the existing public 12-inch water main along Wehrle Drive can adequately serve the proposed development without negatively impacting water pressure for nearby residents including peak demand periods.

This letter and the attached documentation demonstrates that the proposed project will not result in any adverse impacts on existing water pressure for purposes of the ongoing coordinated environmental review of the project pursuant to the State Environmental Quality Review Act ("SEQRA").

It is also important to mention that approval of the proposed project including the water demand calculations will be required from the ECWA prior to the commencement of construction in furtherance of the proposed project.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,



Patrick Sheedy Jr, PE | Senior Associate

Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Enc.

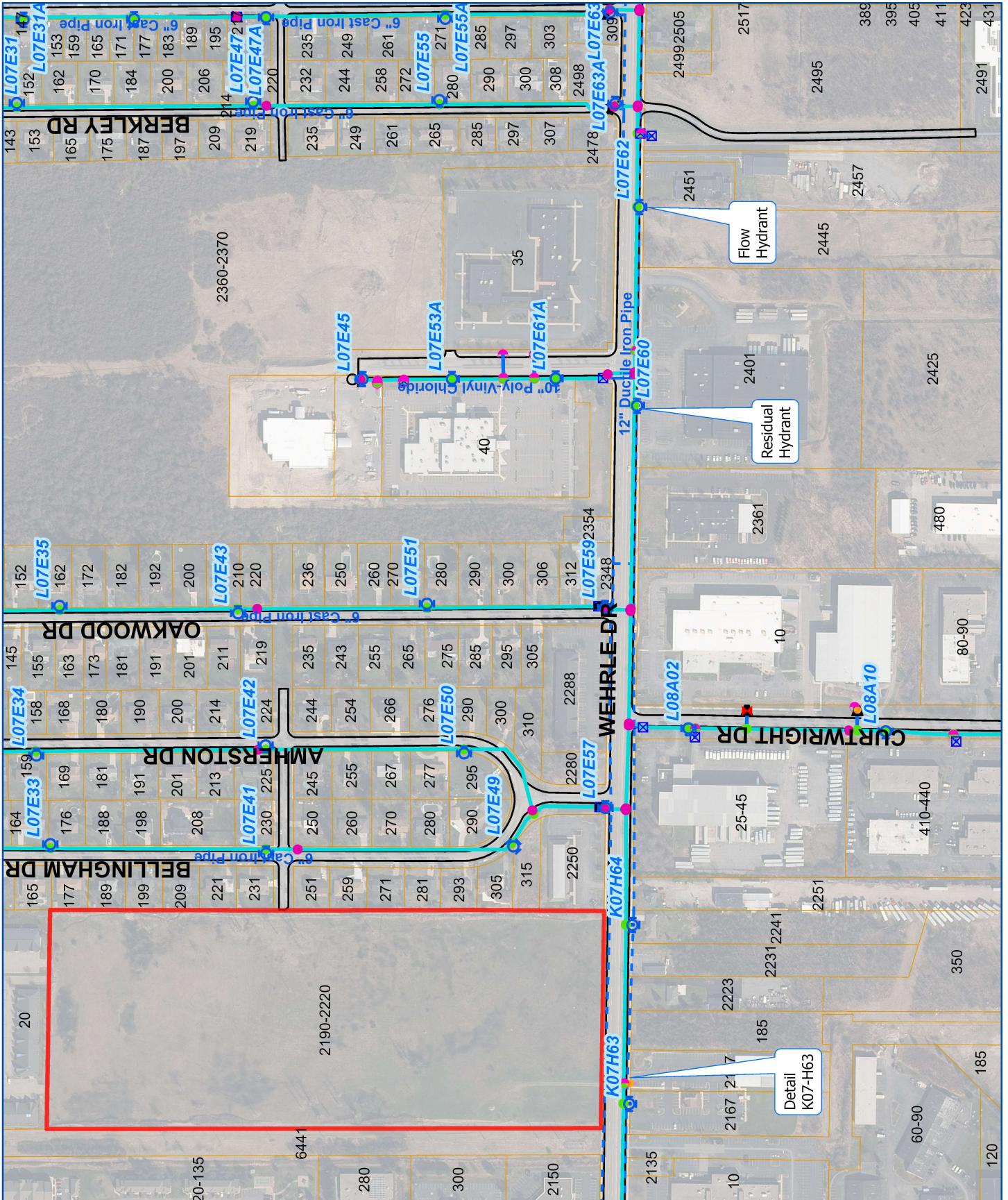
cc: Jacqueline Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Jeff Burroughs, P.E., Town Engineer
Daniel Howard, AICP, Planning Director
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott A. Marshall, Principal Planner
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Adam Massaro, Erie County Water Authority
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC
Christopher Wood, P.E., Carmina Wood Design



Erie County Water Authority
Buffalo, New York



2190 Wehrle Dr, AMTN



Hydrant FLOW Test

Print Date: 2/15.1.a

Residual Hydrant: L07E60 **Test Date/Time: 4/12/2017 14:30**

Location.....: 2401 WEHRLE DR 1ST E/O OAKWOOD DR
TOWN OF AMHERST

Size of Main/Branch: 12"/6" Fire District: 22031 MAIN TRANSIT FD 14 Water District: 315 AMHERST DISTRICT 15C

Performed By: BM CHM Comments: HYDRANT FLOW TEST REQUESTED BY NINA SWANSON, ZURICH NORTH
AMERICA, PHONE: 847-605-4072
EMAIN: NINA.SWANSON@ZURICHNA.COM

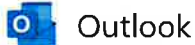
Dischrg Coef: 090 Elvtn Usgs(ft): Static(psi): 45 Residual(psi): 41 Required Residual Pressure(psi): 20
Gallons Used..: 4,830 Total Flow(gpm): 1,610 Flow at Req'd Resid Pressure: 4,331

Flow Hydrants:

Flow Hyd	Location	Main/Brnch	Nzle	Size	Pitot	Flow	Comments
L07 E62	2461 WEHRLE DR	12"/6"	1:	2.50	23.0	805	
	1ST HYD E/O GEROGIE KARL BLVD		2:	2.50	23.0	805	
			3:				Total Flow: 1,610

Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

Print Date: 5/15/2015 15.1.a



Re: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

From William W. Wheeler <wwheeler@ecwa.org>
Date Mon 6/23/2025 3:02 PM
To Patrick Sheedy <PSheedy@carminawooddesign.com>
Cc Adam R. Massaro <amassaro@ecwa.org>

Pat,

Supply is not a concern.

-Bill

William W. Wheeler, PE

Senior Distribution Engineer

Erie County Water Authority

3030 Union Road
Cheektowaga, New York 14227-1097

Direct: (716) 685.8251
Cell: (716) 440.7447
wwheeler@ecwa.org

From: Patrick Sheedy <PSheedy@carminawooddesign.com>
Sent: Monday, June 23, 2025 1:31:37 PM
To: William W. Wheeler <wwheeler@ecwa.org>
Cc: Adam R. Massaro <amassaro@ecwa.org>
Subject: Re: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Ok understood, that is helpful. And to confirm the proposed demand for this project would not draw down water from the supply in the watermains here? Thats the one comments that keeps reoccurring from the residents.

Thank you,

CARMINAWOOD DESIGN

Patrick Sheedy Jr., P.E. | Senior Associate, Civil Engineering
m. 716.868.3209 o. 716.501.5795
80 Silo City Row Ste 100, Buffalo, NY 14203

Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

From: William W. Wheeler <wwheeler@ecwa.org>
Sent: Monday, June 23, 2025 7:16 AM
To: Patrick Sheedy <PSheedy@carminawooddesign.com>
Cc: Adam R. Massaro <amassaro@ecwa.org>
Subject: RE: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Patrick,

The elevation of your site is one of the highest in the pressure zone. Pressures in the other end of the pressure zone exceeds 120 psi. Even though the primary pumping station has enough head to increase pressure, the areas lower in elevation within the zone cannot support the additional pressure.

Regards,

-Bill

William W. Wheeler, PE

Senior Distribution Engineer



Erie County Water Authority

3030 Union Road | Cheektowaga, New York 14227-1097

Direct: (716) 685.8251 | Cell: (716) 440.7447 | wwheeler@ecwa.org

From: Patrick Sheedy <PSheedy@carminawooddesign.com>
Sent: Friday, June 20, 2025 9:05 AM
To: William W. Wheeler <wwheeler@ecwa.org>
Subject: Fw: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Bill,

Is there a reason for the low pressure in this area for the surrounding neighborhoods? Is it a supply issue or old infrastructure in the area?

Thank you,

CARMINAWOOD DESIGN

Patrick Sheedy Jr., P.E. | Senior Associate, Civil Engineering

m. 716.868.3209 o. 716.501.5795

80 Silo City Row Ste 100, Buffalo, NY 14203

Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

[carminawooddesign.com]carminawooddesign.com

From: Adam R. Massaro <amassaro@ecwa.org>
Sent: Tuesday, June 17, 2025 1:37 PM
To: Patrick Sheedy <PSheedy@carminawooddesign.com>
Subject: FW: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Pat see below:

From: William W. Wheeler <wwheeler@ecwa.org>
Sent: Tuesday, June 17, 2025 1:25 PM
To: Adam R. Massaro <amassaro@ecwa.org>
Subject: RE: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Adam,

We can meet the required demands, but they should be aware that this is a low pressure area and under peak demands pressure could drop slightly below 40 psi.

Regards,

-Bill

William W. Wheeler, PE

Senior Distribution Engineer



Erie County Water Authority

3030 Union Road | Cheektowaga, New York 14227-1097

Direct: (716) 685.8251 | Cell: (716) 440.7447 | wwheeler@ecwa.org

From: Adam R. Massaro <amassaro@ecwa.org>
Sent: Tuesday, June 17, 2025 9:46 AM
To: William W. Wheeler <wwheeler@ecwa.org>
Subject: FW: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Bill can you take a look at this and let me know if you have any concerns with the demands of this project?

Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)

From: Patrick Sheedy <PSheedy@carminawooddesign.com>
Sent: Tuesday, June 17, 2025 9:43 AM
To: Adam R. Massaro <amassaro@ecwa.org>
Subject: Re: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

62,700 gpd
 43.5 gpm

We will have private hydrants on site so that would 1,000 gpm.

Thank you,

CARMINAWOOD DESIGN

Patrick Sheedy Jr., P.E. | Senior Associate, Civil Engineering
 m. 716.868.3209 o. 716.501.5795
 80 Silo City Row Ste 100, Buffalo, NY 14203
 Buffalo | Utica | Greensboro
carminawooddesign.com

From: Adam R. Massaro <amassaro@ecwa.org>
Sent: Tuesday, June 17, 2025 9:38 AM
To: Patrick Sheedy <PSheedy@carminawooddesign.com>
Subject: RE: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

Pat, do you know what the demand will be for the project? For both fire and domestic.

From: Patrick Sheedy <PSheedy@carminawooddesign.com>
Sent: Monday, June 9, 2025 3:35 PM
To: Adam R. Massaro <amassaro@ecwa.org>
Subject: [EXTERNAL] 2190-2200 Wehrle Drive - Amherst

This message was sent from outside the organization. Do not open links or attachments unless you recognize the source of this email and know the content is safe.

Adam,

We are working conceptually on a proposed multi-family development at the vacant parcel at 2190/2200 Wehrle Drive. We have learned there are water pressure issues in this area from neighboring residents and local fire personnel. Does ECWA have any information on the pressure/supply issues in this area or is there anything that can be done to increase pressures in this area? I have attached our concept plan for reference and recent hydrant flow test data.

We will be proposing a booster pump system similar to the one recently installed at 6386 Transit Road in Cheektowaga but want to ensure there is adequate supply to the project site and no other negative

impacts to the existing supply system or the surrounding neighborhood.

If needed, we can set up a call with the project team if you feel that's necessary.

Thank you,

CARMINAWOOD DESIGN

Patrick Sheedy Jr., P.E. | Senior Associate, Civil Engineering

m. 716.868.3209 o. 716.501.5795

80 Silo City Row Ste 100, Buffalo, NY 14203

Buffalo | Utica | Greensboro

[carminawooddesign.com][carminawooddesign.com]

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Attachment: Sheedy-Ltr-Town Board-06-30-25 (COM-2025-66 : Correspondence from Sean Hopkins, Esq. - 2190-2200 Wehrle Drive)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 07/07/25 03:00 PM
Department: Town Clerk
DOC ID: 30594

15.2

COMMUNICATION 2025-67

REFERRED

Complaint: Yousef Ahmed, Jay Ayoub, Majd Ayoub, Elvi Jo Dougherty, Soleigh M. Dougherty, Jazmine C. Frazier, Timothy P. Georger, Ibrahim Khatib, Hannah R. Krull and Noor A. Mohammed Vs. Town of Amherst Et Al.

7/7/2025

A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

YOUSEF AHMED,
JAY AYOUB,
MAJD AYOUB,
ELVI JO DOUGHERTY,
SOLIEGH M. DOUGHERTY,
JAZMINE C. FRAZIER,
TIMOTHY P. GEORGER,
IBRAHIM KHATIB,
HANNAH R. KRULL, AND
NOOR A. MOHAMMED,

Plaintiffs,

vs.

CITY OF BUFFALO,
COUNTY OF ERIE,
TOWN OF AMHERST,
TOWN OF TONAWANDA,
TOWN OF CHEEKTOWAGA,
VILLAGE OF KENMORE,
TOWN OF EVANS,
TOWN OF ORCHARD PARK,
TOWN OF WEST SENECA,
SATISH K. TRIPATHI, individually
and in his official capacity as President
of the University at Buffalo
CHIEF KIMBERLY L. BEATY,
DEPUTY CHIEF SCOTT MARCISZEWSKI,
CAPTAIN JONATHAN FLETCHER,
LIEUTENANT TIMOTHY BACON,
LIEUTENANT CHRISTOPHER KERR,
OFFICER ROBERT ADAMSKI,
OFFICER LUKE GALMARINI,
OFFICER CHRISTOPHER GRUTTARIA,
OFFICER MATTHEW KOSTEK,
OFFICER GREGORY KUROWSKI,
OFFICER ALEXIS PEARCE,
OFFICER MICHAEL PUERNER,
OFFICER AMY REVELAS,

Civil Action No.:

COMPLAINT

JURY TRIAL REQUESTED

OFFICER MICHAEL SARACENO,
OFFICER CHRISTOPHER SPRIGG,
OFFICER DOUGLAS TAKAC,
INVESTIGATOR TIMOTHY THOMPSON,
OFFICER KOPACZ (FIRST NAME UNKNOWN),
OFFICER MAJEWSKI (FIRST NAME UNKNOWN),
OFFICER WILL (FIRST NAME UNKNOWN),
LIEUTENANT KARL B. SCHULTZ,
POLICE OFFICER QUINCY ALEXANDER,
POLICE OFFICER RONALD AMMERMAN,
POLICE OFFICER CHRISTOPHER BAUER,
POLICE OFFICER DANIEL CANDELARIO,
POLICE OFFICER JONATHAN CRAWFORD,
POLICE OFFICER ANDREW DALGLEISH,
POLICE OFFICER ZACHARY DRESSLER,
POLICE OFFICER SEAN FORD,
POLICE OFFICER CONNOR FRASCATORE,
POLICE OFFICER TERRIS GARNER,
POLICE OFFICER JOHN GRAVIUS,
POLICE OFFICER TYLER HAYDEN,
POLICE OFFICER ERIC HOFSCHEIDER,
POLICE OFFICER DAVID KIMMINS,
POLICE OFFICER PATRICK KINSELLA,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER FRANK MENZA,
POLICE OFFICER MICHAEL PALIZAY,
POLICE OFFICER JONATHAN PIETRZAK,
POLICE OFFICER MATTHEW SERAFINI,
POLICE OFFICER ALARIC SANTIAGO,
POLICE OFFICER STEPHEN SCHULZ,
POLICE OFFICER KRIS TOMASULA,
ERIE COUNTY SHERIFF JOHN C. GARCIA, individually,
SERGEANT BIEGASIEWICZ (FIRST NAME UNKNOWN),
DEPUTY DIEBEL (FIRST NAME UNKNOWN),
DEPUTY MCCLELLAND (FIRST NAME UNKNOWN),
DEPUTY SCOTT (FIRST NAME UNKNOWN),
LIEUTENANT SOLURI (FIRST NAME UNKNOWN),
DEPUTY VACCARO (FIRST NAME UNKNOWN),
DEPUTY WAHL (FIRST NAME UNKNOWN),
CAPTAIN KARI MCFAYDEN,
CAPTAIN CHARLES PERSONS,
LIEUTENANT MATTHEW LOBUGLIO,
LIEUTENANT CRAIG PELT,
INVESTIGATOR RICHARD WALTER,

POLICE OFFICER BRETT CHRISTMANN,
POLICE OFFICER MICHAEL KUBEK,
POLICE OFFICER PATRICK LUVENDER,
POLICE OFFICER JOSHUA MILITELLO,
POLICE OFFICER DERERK NEUMAN,
POLICE OFFICER GRANT F. CURREY,
POLICE OFFICER NICHOLAS J. LUND,
POLICE OFFICER MITCHELL F. MARASCHIELLO,
POLICE OFFICER JEREMIAH J. WALSH STEINER,
POLICE OFFICER KELLY J. WRIGHT,
POLICE OFFICER MATTHEW ARNOLD,
POLICE OFFICER MILLER (FIRST NAME UNKNOWN),
POLICE OFFICER SHANE ROGERS,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICER EVAN BONCZAR,
POLICE OFFICER JEFFREY MAYER,
POLICE OFFICER JEREMEY MAJEWICZ,
POLICE OFFICER MATTHEW J. GREENAN,
POLICE OFFICER JONATHAN E. LUTEREK,
POLICE OFFICER JESSE REED,
POLICE OFFICER GREGORY J. WARNER, AND
JOHN DOE OFFICERS 1–50,

Defendants.

*"But somewhere I read of the freedom of assembly.
Somewhere I read of the freedom of speech.
Somewhere I read of the freedom of press.
Somewhere I read that the greatness of America is the right to protest for right."*

— Dr. Martin Luther King Jr.,
"I've Been to the Mountaintop" (April 3, 1968)

Plaintiffs, by and through their attorneys, bring this action for violations of their civil rights and other wrongful conduct, and allege as follows:

I. PRELIMINARY STATEMENT

1) This civil rights action arises from the mass arrest and violent dispersal of a peaceful protest at the State University of New York at Buffalo (“UB”) on the evening of May 1, 2024.

2) Plaintiffs are ten individuals — students, faculty, alumni, and community members — who assembled on UB’s North Campus to express opposition to ongoing state-led violence in Gaza, to raise awareness as to the human rights violations against Palestinians, and to urge the university to divest from institutions allegedly complicit in that violence. Plaintiffs include individuals who were present for purposes of prayer, observation, or peaceful assembly.

3) The demonstration was peaceful and orderly. It included prayer, speeches, and chants. There were no threats to public safety, no blocked walkways or building entrances, no weapons, no vandalism, and no violence.

4) The demonstration was relatively modest in size. Official statements from UB and reports from news agencies reflect that there were between a few dozen and 80 people present during the May 1, 2024 event.

5) Despite the absence of any imminent threat or unlawful conduct, law enforcement officers from multiple agencies descended on the protest in a coordinated and militarized response. In addition to the University at Buffalo Police Department and the New York State Police, many other departments responded to the orderly protest. Departments from all reaches of Erie County converged upon the UB North campus,

including the Buffalo Police Department, the Erie County Sheriff's Office, the Town of Amherst Police Department, and numerous others. Footage from the incident reflects that the number of officers outnumbered the number of demonstrators present at UB on May 1, 2024.

6) Defendants are multiple municipal entities and officers who orchestrated, facilitated, or directly participated in the violent suppression of the protest without justification, lawful policy, or adequate notice.

7) Shortly before sunset, UB officials and police officers issued a vague dispersal order, demanding that protesters vacate the university grounds by 8:23 p.m. No written curfew or UB policy supported that deadline. Protesters were given no opportunity to comply — and many, including Plaintiffs, were actively engaged in Maghrib prayer at the time the order was issued and executed.

8) At exactly 8:23 p.m., dozens of officers charged the protest site while the Muslim sunset prayers were ongoing. Almost all individuals present at the protest complied with the dispersal order, leaving the protest site. However, the police officers chased the individuals to other locations on campus and re-engaged. The officers violently tackled students and community members, punched and kneed individuals who had been restrained, dislodged religious garments, zip-tied wrists so tightly that fingers went numb, and taunted crying arrestees with profanity and threats.

9) Many of the Plaintiffs were targeted while praying, filming, or linking arms in silent solidarity. Others were attempting to retreat when they were chased, tackled, and restrained. Not a single Plaintiff committed a crime, posed a threat, or resisted arrest.

10) All criminal charges issued were later dismissed — confirming what the Plaintiffs, bystanders, and public footage all made clear: this was not a public safety operation, but a coordinated act of suppression.

11) This lawsuit seeks to hold Defendants accountable for violating Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments of the United States Constitution, the New York State Constitution, and New York Civil Rights Law §§ 40-c and 79-n. Plaintiffs seek damages for physical injuries, emotional trauma, religious humiliation, and loss of liberty, as well as declaratory and injunctive relief to prevent recurrence of such unconstitutional conduct.

II. JURISDICTION AND VENUE

12) This action is brought pursuant to 42 U.S.C. § 1983 and the First, Fourth, and Fourteenth Amendments to the United States Constitution. Plaintiffs also assert supplemental claims under the laws and Constitution of the State of New York.

13) This Court has subject matter jurisdiction over Plaintiffs' federal claims under 28 U.S.C. §§ 1331 (federal question) and 1343 (civil rights).

14) This Court has supplemental jurisdiction over Plaintiffs' New York State constitutional and statutory claims, including claims under New York Civil Rights Law §§ 40-c and 79-n, pursuant to 28 U.S.C. § 1367(a), as they form part of the same case or controversy.

15) Venue is proper in the Western District of New York under 28 U.S.C. § 1391(b) because the events giving rise to the claims occurred in Erie County, New York (specifically on the University at Buffalo's North Campus in Amherst/Buffalo), which is within this District.

III. PARTIES

16) Plaintiffs are ten individuals who were arrested, detained, injured, and/or assaulted on May 1, 2024 during a peaceful protest at the University at Buffalo's North Campus.

17) Plaintiffs include students, recent graduates, and community members, all of whom participated in a nonviolent demonstration opposing ongoing military action in Gaza and the alleged financial complicity of the State University of New York (SUNY) system.

18) Local news agencies reported that, at its height, approximately 85 individuals were present at the protest in front of UB's Hochstetter Hall. 15 individuals, including students, faculty members, and community members, were arrested.

19) Plaintiffs include individuals who were present for purposes of prayer, observation, or peaceful assembly.

20) **Plaintiff Yousef Ahmed** is an adult individual and a student at UB who participated in the May 1, 2024 protest. Mr. Ayoub was one of the organizers of the initial May 1, 2024 walk through UB's campus as Secretary of UB's Students for Justice in Palestine (SJP). Mr. Ahmed complied with unconstitutional dispersal orders and left the protest site as instructed. Mr. Ahmed was specifically targeted by multiple officers and violently tackled from behind, slammed into the ground, and zip-tied. He sustained serious injuries and violations of his rights as described herein.

21) **Plaintiff Jay M. Ayoub** is an adult resident of New York State, a leader in the local Muslim community, and the father of Plaintiff Majd Ayoub. Mr. Ayoub arrived at UB North Campus during the May 1, 2024 protest to bring food to his child and his

friends. After arriving with the food, Mr. Ayoub quietly and peacefully observed the demonstration at some distance. Mr. Ayoub participated in the Maghrib prayer with the other Muslim individuals present at the site. Mr. Ayoub complied with unconstitutional dispersal orders and left the protest site as instructed. Mr. Ayoub was later assaulted and arrested while attempting to assist in keeping the peace. Mr. Ayoub was tackled, restrained, and zip-tied. He sustained serious injuries and deprivations of his rights as described herein.

22) **Plaintiff Majd Ayoub** is an adult resident of New York and a student at UB. Mr. Ayoub was one of the organizers of the initial May 1, 2024 walk through UB's campus as President of UB's SJP. Majd Ayoub complied with unconstitutional dispersal orders and left the protest site as instructed. He was violently tackled while attempting to assist a fellow Muslim whose hijab was removed by officers. He sustained serious injuries and violations of his rights as described herein.

23) **Plaintiff Elvi Jo Dougherty** is an adult resident of New York and an active community member. Ms. Dougherty peacefully participated in the May 1, 2024 protest together with her daughter, Plaintiff Soliegh Dougherty. She intended to disperse from UB's campus after the Muslim evening prayer had concluded but was arrested while the prayer was ongoing. Ms. Dougherty was violently arrested at the protest and sustained injuries and violations of her rights as described herein.

24) **Plaintiff Soliegh M. Dougherty** is an adult resident of New York and the daughter of Plaintiff Elvi Jo Dougherty. Ms. Dougherty is a Buffalo State University student who peacefully participated in the May 1, 2024 demonstration. She intended to disperse from UB's campus after the Muslim evening prayer had concluded but was arrested

while the prayer was ongoing. She was violently thrown to the ground and restrained by multiple officers during her arrest at the protest and sustained serious injuries and violations of her rights as described herein.

25) **Plaintiff Jazmine C. Frazier** is an adult resident of New York who participated in the May 1, 2024 protest as a peaceful demonstrator and community member. Jazmine Frazier complied with unconstitutional dispersal orders and left the protest site as instructed. They were violently arrested at the protest and sustained serious injuries and violations of their rights as described herein.

26) **Plaintiff Timothy P. Georger** is an adult resident of New York who participated in the May 1, 2024 protest as a UB graduate student and Teaching Assistant. Mr. Georger complied with unconstitutional dispersal orders and left the protest site as instructed. He was violently arrested at the protest and sustained emotional injuries and violations of his rights as described herein.

27) **Plaintiff Ibrahim Vincent Khatib** is an adult resident of New York and an active member of the community. Mr. Khatib peacefully participated in the May 1, 2024 protest. Mr. Khatib was arrested while shoeless (due to officers charging the group while he was engaged in Maghrib), as he attempted to comply with the unconstitutional discharge orders. Mr. Khatib sustained injuries and violations of his rights as described herein.

28) **Plaintiff Hannah R. Krull** is an adult resident of New York and was a UB graduate student at the time of her arrest. Ms. Krull peacefully participated in the May 1, 2024 protest, where she was documenting the events, and was arrested. Ms. Krull

complied with unconstitutional dispersal orders and left the protest site as instructed. She sustained injuries and violations of her rights as described herein.

29) **Plaintiff Noor A. Mohammed** is an adult resident of New York and a UB student. Ms. Mohammed was one of the organizers of the initial May 1, 2024 walk through UB's campus as a member of UB's SJP. Ms. Mohammed peacefully observed the May 1, 2024 protest and complied with all orders from officers relating to dispersal. While inside a UB academic building, without provocation, Ms. Mohammed was slammed to the ground, restrained by multiple officers, and arrested. Ms. Mohammed's hijab was forcibly removed by officers who also verbally berated her. She sustained serious injuries, including public humiliation, religious distress, and emotional injury, and violations of her rights as described herein.

30) Defendants are multiple municipal entities and officers who orchestrated, facilitated, and/or directly participated in the violent suppression of the protest without justification, lawful policy, or adequate notice.

31) **Defendant City of Buffalo** is a municipal corporation in the State of New York. The City of Buffalo operates the Buffalo Police Department (BPD) and at all relevant times employed **DEFENDANTS LIEUTENANT KARL B. SCHULTZ, POLICE OFFICER QUINCY ALEXANDER, POLICE OFFICER RONALD AMMERMAN, POLICE OFFICER CHRISTOPHER BAUER, POLICE OFFICER DANIEL CANDELARIO, POLICE OFFICER JONATHAN CRAWFORD, POLICE OFFICER ANDREW DALGLEISH, POLICE OFFICER ZACHARY DRESSLER, POLICE OFFICER SEAN FORD, POLICE OFFICER CONNOR FRASCATORE, POLICE OFFICER TERRIS GARNER, POLICE OFFICER**

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JOHN GRAVIUS, POLICE OFFICER TYLER HAYDEN, POLICE OFFICER ERIC HOFSCHEIDER, POLICE OFFICER DAVID KIMMINS, POLICE OFFICER PATRICK KINSELLA, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER FRANK MENZA, POLICE OFFICER MICHAEL PALIZAY, POLICE OFFICER JONATHAN PIETRZAK, POLICE OFFICER MATTHEW SERAFINI, POLICE OFFICER ALARIC SANTIAGO, POLICE OFFICER STEPHEN SCHULZ, POLICE OFFICER KRIS TOMASULA, and certain John Doe officers who participated in the protest response. The City of Buffalo was responsible for the policies, practices, and conduct of the BPD and its officers during the events at issue. On May 1, 2024, BPD officers knowingly planned and participated in the unconstitutional suppression of the protest and the unlawful arrest and use of force against Plaintiffs. BPD officers directly caused or failed to prevent the constitutional violations described herein. The City of Buffalo, through its supervising officers on site, coordinated the illegal suppression of free speech and protest with the other Municipal Defendants, and the State of New York, through its involvement in a Mutual Aid Agreement.

32) **Defendant County of Erie** is a municipal entity organized under the laws of the State of New York. The County operates and is responsible for the policies, practices, training, and supervision of the Erie County Sheriff's Office ("ECSO"). At all relevant times, the County employed **DEFENDANTS SERGEANT BIEGASIEWICZ (FIRST NAME UNKNOWN), DEPUTY DIEBEL (FIRST NAME UNKNOWN), DEPUTY MCCLELLAND (FIRST NAME UNKNOWN), DEPUTY SCOTT (FIRST NAME UNKNOWN), LIEUTENANT SOLURI (FIRST NAME**

UNKNOWN), DEPUTY VACCARO (FIRST NAME UNKNOWN), DEPUTY WAHL (FIRST NAME UNKNOWN) and certain John Doe officers who participated in the protest response. Deputies from ECSO knowingly planned and participated in the unconstitutional suppression of the protests, the mass arrest operation, and directly caused or failed to prevent the constitutional violations described herein. The County of Erie coordinated the illegal suppression of free speech and protest with the other municipal defendants, and the State of New York, through its involvement in a Mutual Aid Agreement.

33) **Defendant Town of Amherst** is a municipal corporation in New York. The Town of Amherst operates the Amherst Police Department and at all relevant times employed **DEFENDANTS CAPTAIN KARI MCFAYDEN, CAPTAIN CHARLES PERSONS, LIEUTENANT MATTHEW LOBUGLIO, LIEUTENANT CRAIG PELT, INVESTIGATOR RICHARD WALTER, POLICE OFFICER BRETT CHRISTMANN, POLICE OFFICER MICHAEL KUBEK, POLICE OFFICER PATRICK LUVENDER, POLICE OFFICER JOSHUA MILITELLO, POLICE OFFICER DERERK NEUMAN** and certain John Doe officers who responded to the protest on UB's North Campus (located in Amherst). Defendant Town of Amherst and its Police Department maintain jurisdiction over the University at Buffalo's North Campus and played a lead role in coordinating and executing the protest dispersal. The Town of Amherst was responsible for the policies, practices, and conduct of its police officers during the events. Amherst officers directly caused or failed to prevent the constitutional violations described herein. The Town of Amherst coordinated the illegal

suppression of free speech and protest with the other municipal defendants, and the State of New York, through its involvement in a Mutual Aid Agreement.

34) **Defendants Town of Tonawanda, Town of Cheektowaga, Village of Kenmore, Town of Evans, Town of Orchard Park, and Town of West Seneca** (with the City of Buffalo, County of Erie and the Town of Amherst, the “Municipal Defendants”) are municipal entities in Erie County, New York. Each entity operates its own police department, and officers from each participated in the coordinated protest response on May 1, 2024. At all relevant times, the municipalities employed certain respective officers as reflected in Paragraph 42 herein and John Doe officers who participated in the protest response. Each municipality is responsible for the policies, practices, and conduct of its respective officers during the events. Officers from each respective municipality directly caused or failed to prevent the constitutional violations described herein. Each of these municipalities coordinated the illegal suppression of free speech and protest with the other Municipal Defendants, and the State of New York, through its involvement in a Mutual Aid Agreement.

35) **Defendant Satish K. Tripathi ("Tripathi")** is, and at all relevant times was, the President of the University at Buffalo, a public institution operated by the State University of New York (SUNY) system. Upon information and belief, Tripathi personally developed, approved, and/or instructed others to enforce an arbitrary and unconstitutional curfew against peaceful protestors on May 1, 2024, without providing adequate notice or lawful basis. Tripathi is sued in his individual capacity for damages under 42 U.S.C. § 1983 and in his official capacity for purposes of prospective declaratory and injunctive relief.

36) At all times relevant hereto, Defendants **CHIEF KIMBERLY L. BEATY, DEPUTY CHIEF SCOTT MARCISZEWSKI, CAPTAIN JONATHAN FLETCHER, LIEUTENANT TIMOTHY BACON, LIEUTENANT CHRISTOPHER KERR, OFFICER ROBERT ADAMSKI, OFFICER LUKE GALMARINI, OFFICER CHRISTOPHER GRUTTARIA, OFFICER MATTHEW KOSTEK, OFFICER GREGORY KUROWSKI, OFFICER ALEXIS PEARCE, OFFICER MICHAEL PUERNER, OFFICER AMY REVELAS, OFFICER MICHAEL SARACENO, OFFICER CHRISTOPHER SPRIGG, OFFICER DOUGLAS TAKAC, INVESTIGATOR TIMOTHY THOMPSON, OFFICER KOPACZ (FIRST NAME UNKNOWN), OFFICER MAJEWSKI (FIRST NAME UNKNOWN), AND OFFICER WILL (FIRST NAME UNKNOWN)** (collectively, "NYS Defendant Officers") were employed by the University at Buffalo Police Department ("UBPD") or the New York State Police ("NYSP") and were acting under color of state law.

37) Each NYS Defendant Officer directly caused or failed to prevent the constitutional violations described herein.

38) Each of the NYS Defendant Officers is sued in his or her individual capacity for actions taken under color of law, and not in any official capacity.

39) At all times relevant hereto, each NYS Defendant Officer was acting within the scope of his or her employment and under the supervision and control of the University at Buffalo Police Department.

40) Plaintiffs reserve the right to amend this Complaint to assert additional allegations against these officers in their individual capacities.

41) **Defendant John C. Garcia ("Garcia")** is, and at all relevant times was, the elected Sheriff of Erie County, New York. Upon information and belief, Garcia personally approved, authorized, and/or directed the deployment of Erie County Sheriff's deputies to the University at Buffalo on May 1, 2024, under a Mutual Aid Agreement request. Garcia further authorized, instructed, and ordered his deputies to unlawfully disperse and arrest lawful protestors on the UB campus and to enforce an arbitrary and unconstitutional curfew against peaceful protestors without lawful basis or individualized warnings, leading directly to the constitutional violations suffered by Plaintiffs. Garcia is sued in his individual capacity for damages under 42 U.S.C. § 1983.

42) At all times relevant hereto, **DEFENDANTS LIEUTENANT KARL B. SCHULTZ, POLICE OFFICER SANTIAGO ALARIC, POLICE OFFICER QUINCY ALEXANDER, POLICE OFFICER RONALD AMMERMAN, POLICE OFFICER CHRISTOPHER BAUER, POLICE OFFICER DANIEL CANDELARIO, POLICE OFFICER JONATHAN CRAWFORD, POLICE OFFICER ANDREW DALGLEISH, POLICE OFFICER ZACHARY DRESSLER, POLICE OFFICER SEAN FORD, POLICE OFFICER CONNOR FRASCATORE, POLICE OFFICER TERRIS GARNER, POLICE OFFICER JOHN GRAVIUS, POLICE OFFICER TYLER HAYDEN, POLICE OFFICER ERIC HOFSCHEIDER, POLICE OFFICER DAVID KIMMINS, POLICE OFFICER PATRICK KINSELLA, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER FRANK MENZA, POLICE OFFICER MICHAEL PALIZAY, POLICE OFFICER JONATHAN PIETRZAK, POLICE OFFICER MATTHEW SERAFINI, POLICE OFFICER ALARIC SANTIAGO, POLICE OFFICER**

STEPHEN SCHULZ, POLICE OFFICER KRIS TOMASULA (each employed as a sworn police officer of the Buffalo Police Department (“BPD”)), **SERGEANT BIEGASIEWICZ (FIRST NAME UNKNOWN), DEPUTY DIEBEL (FIRST NAME UNKNOWN), DEPUTY MCCLELLAND (FIRST NAME UNKNOWN), DEPUTY SCOTT (FIRST NAME UNKNOWN), LIEUTENANT SOLURI (FIRST NAME UNKNOWN), DEPUTY VACCARO (FIRST NAME UNKNOWN), DEPUTY WAHL (FIRST NAME UNKNOWN)** (each employed as a sworn police officer of the Erie County Sheriff’s Office (“ECSO”)), **CAPTAIN KARI MCFAYDEN, CAPTAIN CHARLES PERSONS, LIEUTENANT MATTHEW LOBUGLIO, LIEUTENANT CRAIG PELT, INVESTIGATOR RICHARD WALTER, POLICE OFFICER BRETT CHRISTMANN, POLICE OFFICER MICHAEL KUBEK, POLICE OFFICER PATRICK LUVENDER, POLICE OFFICER JOSHUA MILITELLO, POLICE OFFICER DERERK NEUMAN**(each employed as a sworn police officer of the Amherst Police Department), **OFFICER GRANT F. CURREY, OFFICER NICHOLAS J. LUND, OFFICER MITCHELL F. MARASCHIELLO, OFFICER JEREMIAH J. WALSH STEINER, OFFICER KELLY J. WRIGHT** (each employed as a sworn police officer of the Town of Tonawanda Police Department), **POLICE OFFICER MATTHEW ARNOLD, POLICE OFFICER MILLER (FIRST NAME UNKNOWN), POLICE OFFICER SHANE ROGERS** (each employed as a sworn police officer of the Cheektowaga Police Department), **POLICE OFFICER BRADLEY CARUANA** (employed as a sworn police officer of the Kenmore Police Department), **POLICE OFFICER EVAN BONCZAR, POLICE OFFICER JEFFREY MAYER** (each employed as a sworn police officer of the Evans Police Department), **POLICE**

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OFFICER JEREMEY MAJEWICZ (employed as a sworn police officer of the Orchard Park Police Department), and **POLICE OFFICER MATTHEW J. GREENAN, POLICE OFFICER JONATHAN E. LUTEREK, POLICE OFFICER JESSE REED, POLICE OFFICER GREGORY J. WARNER** (each employed as a sworn police officer of the West Seneca Police Department) (collectively, the "Municipal Defendant Officers") were acting under color of state law.

43) On May 1, 2024, each Municipal Defendant Officer was present on the UB campus as part of the multi-agency police response to the protest. Each Municipal Defendant Officer is sued in his individual capacity (and official capacity as needed for injunctive relief).

44) Each Municipal Defendant Officer directly caused or failed to prevent the constitutional violations described herein.

45) At all times relevant hereto, each Municipal Defendant Officer was acting within the scope of his or her employment and under the supervision and control of their respective municipal or county law enforcement agency.

46) Plaintiffs reserve the right to amend this Complaint to assert additional allegations against these officers in their individual and official capacities.

47) **Defendant John Doe Officers 1–50** are officers, deputies, and other agents of various law enforcement agencies (including, on information and belief, the SUNY University Police at UB, New York State Police, and the municipal police departments named above) who participated in the law enforcement operation at the May 1, 2024 protest but whose identities, despite best efforts, are not yet known to Plaintiffs. The Doe Defendants include supervisors and line officers who directed or engaged in the

unconstitutional conduct described. These officers directly caused or failed to prevent the constitutional violations described herein. Herein, these officers are referred to as “unknown,” “unidentified,” “yet-to-be-identified,” or similarly.

48) Each John Doe Defendant directly caused or failed to prevent the constitutional violations described herein.

49) The true names and identities of **Defendants JOHN DOE 1 through JOHN DOE 50** are presently unknown to Plaintiffs despite diligent efforts and will be substituted by amendment when ascertained.

50) Each of the John Doe Defendants is sued in his or her individual capacity for actions taken under color of law, and not in any official capacity. At all times relevant hereto, each John Doe Defendant was acting within the scope of his or her employment.

51) Plaintiffs have identified certain law enforcement agencies whose officers personally participated in the unconstitutional acts described herein, including the City of Buffalo Police Department and the Town of Tonawanda Police Department. Plaintiffs are actively investigating, through available public records and anticipated discovery, the specific identities of the individual officers involved. Plaintiffs expressly reserve the right to amend this Complaint, pursuant to Rule 15 of the Federal Rules of Civil Procedure, to substitute named Defendants for John Doe Defendants once their identities and agency affiliations are ascertained through discovery.

52) Upon information and belief, certain officers who were present during the protest (for example, BPD Officer Andrew Dalglish) were present during the protest and involved in the unconstitutional response thereto but did not produce any body camera

footage. A number of Municipal Defendants only produced limited body camera footage (and in certain instances, none at all). Many agencies did not provide information to allow a recipient to determine the identity for each body cam. Much of the footage was produced without audio.

53) Numerous officers on site, including some BPD officers and some plainclothes officers from unknown agencies, did not have any badge reflecting their particular name (or the badges could not be seen because of protective vests).

54) Additionally, body cam footage produced by multiple agencies in response to FOIL requests reflects that Defendant Officers from each agency were manipulating their body cameras throughout the incident. Plaintiffs' ability to fully ascertain which individual officers (among the nearly 100 who were present during the protest) were involved in certain constitutional violations.

55) Plaintiffs reserve the right to amend this Complaint to assert additional allegations against these officers in their individual and official capacities.

IV. FACTUAL BACKGROUND: THE PROTEST AND CRACKDOWN

The Crackdown's Origins and Unlaw Execution

56) On April 29, 2024, in response to pro-Palestinian protests on campuses throughout the state and nation, New York State Governor Kathy Hochul wrote a letter to New York college and university presidents, urging them to "aggressively guard against antisemitism and all forms of hateful or discriminatory rhetoric" and dictated that "extensive security preparations . . . must be considered now."

57) On May 1, 2024, students, faculty, and community members gathered at the University at Buffalo's North Campus to participate in a peaceful protest organized

by the University's chapter of Students for Justice in Palestine ("SJP") and other allied groups. SJP was involved in the organization of the May 1, 2024 march through certain UB North property but it did not organize the demonstration on the lawn near Flint Loop after the march.

58) The May 1, 2024 protest sought to bring awareness to the ongoing humanitarian crisis in Gaza, to advocate for a ceasefire in Gaza, and to demand that the University divest from companies and institutions allegedly complicit in human rights abuses against the Palestinian people.

59) The demonstration drew support from a diverse group of students, faculty, alumni, and community allies, all advocating passionately, yet peacefully and non-violently for Palestinian rights. The demonstration was conducted in full accordance with UB's Picketing and Assembling Policy and all other UB policies.

60) The event began with a peaceful march around campus. In the mid-afternoon, the protesters marched through buildings located on UB North campus.

61) Once outside Capen Hall, the protestors set up a demonstration on a lawn area near the University's "Flint Loop" area. The Flint Loop lawn area is a regularly used public gathering space at UB North, near Capen Hall and Hochstetter Hall

62) The purpose of the demonstration at Flint Loop was for students, faculty, and community members to fraternize, share food, and advocate for peace. The event included speeches, chanting, the creation of symbolic signs and banners, and an open invitation for Muslim participants to observe Maghrib prayer.

63) Shortly after people began to gather near Flint Loop, a number of individuals involved in the demonstration at Flint Loop embarked upon the early stages

of attempting to set up an encampment in a symbolic attempt to maintain an ongoing presence in support of their cause. The goal was to set up a small encampment on the lawn between Capen Hall and Hochstetter Hall. The encampment was intended as a location for a peaceful protest vigil, inspired by similar student demonstrations happening at other universities at that time.

64) The demonstrators erected a small number of tents in the early afternoon to represent protest encampments emerging at universities nationwide.

65) University officials and police soon reacted to the encampment. Officers of the UB Police (campus police) and other law enforcement (including Erie County Sheriff's deputies, Amherst Police, Kenmore Police, New York State Police, and Tonawanda Police) approached the protesters and ordered them to remove the tents within 15–20 minutes. The officers cited a UB policy issued in 2020 that prohibited outdoor encampments.

66) The demonstrators immediately fully complied with law enforcement directives, without incident, and removed all materials intended for the encampment from the grounds, as instructed.

67) Meanwhile, the demonstration on the Flint Loop lawn went forward without a single incident for a number of hours. Protesters were calm and cooperative. They sat or stood, held signs, shared food and water, and chanted peacefully in opposition to the ongoing human rights violations and in support of Palestinian liberation.

68) Protesters chanted slogans ("Free Palestine" and "End the genocide," among others) and held signs, while some gave impromptu speeches decrying the suffering in Gaza.

69) University personnel acknowledged that the protesters had the right to demonstrate, so long as they did not disrupt campus operations. A spokesperson from UB stated that UB “recognizes and respects students’ right to protest” and expects “that protests occur lawfully in public spaces, and protestors will not disrupt or prevent the orderly conduct of classes, lectures, events and meetings.”

70) Indeed, classes and campus business continued normally, as the protest was confined to a public lawn and did not interfere with any classes, lectures, meetings, academic activities, university events, or freedom of movement around campus.

71) For the next several hours—approximately from 4:00 p.m. to 8:15pm—the protest remained entirely peaceful and orderly.

72) Throughout the late afternoon and into the early evening, law enforcement presence increased dramatically. At least ten police agencies were visibly present on campus by 7:30 p.m., including many officers in tactical gear.

73) The number of protesters eventually dwindled to a smaller core group by early evening. In a press release issued at approximately 7:00 p.m. on May 1, UB stated “approximately 50 people . . . continue to protest on North Campus.”

74) The UB press release acknowledged that the demonstrators removed the “approximately five tents” after being informed by police of UB’s policy relating to encampments.

75) Upon information and belief, Defendant Tripathi was aware that a peaceful protest regarding Palestinian human rights and university policies was planned for May 1, 2024, on the University at Buffalo campus.

76) Prior to and/or during the protest, Tripathi personally approved and/or directed the creation of an arbitrary curfew policy to forcibly disperse demonstrators after an approximately 8:00 p.m. deadline designed to suppress the protest, without providing reasonable notice, individualized orders, or lawful justification. Tripathi knew or should have known that enforcing such a curfew against peaceful, lawful protestors would violate their constitutional rights.

77) Upon information and belief, Tripathi instructed University officials, including University Police leadership, and Municipal Defendants, to enforce the curfew by arresting peaceful protestors who remained on campus after the arbitrary deadline, regardless of whether they posed any security threat or had been given lawful orders to disperse. Tripathi's deliberate decisions and directives were a moving force behind the constitutional deprivations suffered by Plaintiffs.

78) Upon information and belief, Defendant Garcia personally approved the deployment of Erie County Sheriff's Office deputies to the University at Buffalo protest site, knowing that officers were being instructed to enforce an unlawful curfew against peaceful demonstrators. Garcia authorized the use of force and arrests in connection with this policy, and directed or ratified the unconstitutional enforcement practices that resulted in the violation of Plaintiffs' constitutional rights.

79) The 7:00 p.m. UB press release stated that protestors "need to disperse by dusk." UB Spectrum, UB's newspaper, reported that "[l]ast light is 8:48 p.m."

80) By 8:00 p.m., dozens of officers were staged in the areas surrounding the protest, many wearing tactical gear. A majority of Plaintiffs observed the arrival of riot-

ready officers from multiple agencies but were given no specific orders or indication that dispersal was imminent.

81) Shortly after 8:00 p.m., some protesters, who were Muslim, prepared to perform their evening Maghrib (sunset) prayer as their faith prescribes. The timing of the prayer is dictated by Muslim scripture and teachings. The prayer circle was established on the grass near the protest site. Many other remaining protesters formed a protective circle around those praying, in a show of solidarity and to create a safe space for the religious undertaking. A protective circle is a common protest tactic used to preserve religious freedom and guard against interference.

82) The overall mood was calm – participants were exercising their rights to free speech and assembly on their campus, and there was no violence, no threats, and no safety emergency that would justify forceful intervention.

Lack of Clear Dispersal Policy and the Arbitrary 8:23 p.m. Deadline

83) Around 8:00 p.m., despite the lack of any disturbance and during the sacred act of prayer that was underway, officers announced by megaphone that all individuals must vacate the protest site by 8:23 p.m. or face arrest. The stated basis for this “curfew” was unclear. Several protesters approached on-site officers and requested that the Muslim demonstrators be allowed to finish the evening sunset prayer before dispersing. Initially, officers acquiesced to the requests.

84) Defendants Fletcher and Beaty from UBPD briefed all responding agencies on law enforcement’s plan and protocol prior to dispersal efforts.

85) Around 8:15 p.m., Defendant Beaty and other Defendant Officers announced over a megaphone an 8:23 p.m. deadline. Plaintiffs and other attendees again

requested additional time to conclude Maghrib prayer, which was already underway and would last only a few minutes (in fact, body cam confirms that Plaintiff Jay Ayoub was speaking with Defendant Beaty prior to the announcement of the dispersal order about his request for an extension). Plaintiff Jay Ayoub told Defendant Beaty and Officer Fletcher that the crowd would be amenable to leaving at 8:30pm, after the prayer concluded. Officers refused. The officers stated that if protesters did not vacate the area by 8:23 p.m., they would be arrested.

86) Defendant Fletcher of the UBPD also issued unconstitutional directives to disperse via a public address system on site. At 8:22 p.m., Defendant Beaty instructed all Defendant Officers to “move forward to disperse the unlawful protesters.” Defendant Beaty also instructed all Defendant Officers to “push the crowd from north to south towards the parking lots in order to disperse them.”

87) All UBPD Officers present on the site were designated as “front line” and were primarily responsible for arresting the demonstrators.

88) At the time of issuing the 8:23 p.m. dispersal order and throughout the enforcement of the mass arrests, Defendant Chief Kimberly Beaty, along with other supervisory Defendant Officers, and Defendant Officers, knew or reasonably should have known that Plaintiffs were engaged in protected religious observance and peaceful protest. Despite this knowledge, Defendants deliberately proceeded without providing accommodation or lawful justification, thereby violating Plaintiffs' constitutional rights.

89) Plaintiffs observed Defendant Chief Kimberly Beaty present at the protest site, where she and Defendant Fletcher issued the 8:23 p.m. curfew order via megaphone. Chief Beaty and Defendant Fletcher ignored the protestors' religious-based pleas for a

brief extension and proceeded to direct the dispersal and subsequent arrests, demonstrating their active roles in the enforcement actions.

90) The 8:23 p.m. deadline was arbitrary, ad hoc, and unsupported by any written UB policy. No prior UB demonstration had been curtailed in this manner, and nothing about the May 1 event justified such a sudden dispersal.” UB’s Policies for Assembling & Protesting included a requirement that the duration of assemblies was not to exceed 12 hours in one day and that “no overnight assemblies are allowed.”

91) “Overnight” refers to assemblies that last from a night into the following morning. Protests after sundown are a commonly accepted practice at UB and have never been curtailed prior to May 1, 2024.

92) Upon information and belief, UB officials made ad hoc changes to the language of the Picketing and Assembly Policy on May 1, 2024, or immediately thereafter. University administrators then deleted the policy and removed public access to it via the University website and other channels.

93) Despite the University’s claim that the protest violated a ban on “overnight assemblies,” no such language barred demonstrations occurring shortly after dusk. The May 1, 2024 demonstration was entirely dismantled before sunset, and the act of peaceful prayer or remaining on a public lawn after 8:23 PM cannot reasonably be construed as “overnight” activity.

94) In fact, multiple high-profile campus protests in recent years — including protests against Allen West (2022) and Michael Knowles (2023) — extended well beyond sunset without police interference. The Knowles protest involved hundreds of

demonstrators, including non-affiliates of the University, and proceeded without any claims of curfew violation.

95) The warnings were not clearly communicated or accompanied by any meaningful opportunity to comply. Officers did not explain or provide any safe route or location to which protesters should disperse, nor did they attempt less intrusive crowd control measures. The policy behind the dispersal was confusing – earlier, UB had told certain protesters they could stay “until sunset” or until evening sunset prayers were concluded, yet the police enforced an 8:23 p.m. cutoff to the minute. This arbitrary deadline and abrupt enforcement indicate an absence of a clear, consistently applied dispersal policy for protests.

96) The situation was further complicated because many protesters were in the middle of prayer during the final warning. Several Plaintiffs (including Yousef Ahmed, Jay Ayoub, Majd Ayoub, and Ibrahim Khatib) were engaged in Islamic prayer at that time, kneeling and bowing on prayer mats within the protest circle. They heard snippets of the dispersal orders but reasonably believed police would allow them to finish the brief prayer before taking action.

97) In fact, Plaintiff Jay Ayoub explicitly asked officers for a few more minutes to complete the prayer when the warnings began. Plaintiff Elvi Dougherty similarly recalled that she did not immediately leave because she “thought the timing would fit the prayer” – i.e., that the prayer would conclude by the time the officers’ stated deadline arrived. Instead, the police did not accommodate or pause for the religious observance. The final warning came and went while the prayer was still underway.

98) Without giving individualized warnings, and while prayer continued, officers from multiple agencies charged into the crowd at or just after 8:23 p.m. and began a mass arrest operation.

Religious Observance and Discriminatory Enforcement

99) Multiple Plaintiffs, including Yousef Ahmed, Jay Ayoub, Majd Ayoub, and Ibrahim Khatib, were actively engaged in Maghrib prayer at the moment the mass arrest was initiated. Prayer mats had been placed on the ground, and a protective circle had been formed around those praying — a common tactic used to preserve sacred religious observance during demonstrations. The timing of Maghrib prayer is dictated by Islamic tradition and occurs shortly after sunset, aligning with the dispersal time selected by police.

100) Plaintiffs and other attendees asked officers to allow Muslim demonstrators to complete their short prayer. These requests were explicitly made to Defendant Chief Kimberly Beaty and other UBPD officers and other supervising officers, as captured on body-worn camera footage (see ¶82). Officers refused. The final dispersal deadline — 8:23 p.m. — was enforced without accommodation, and officers began charging the crowd before some individuals had even completed their prayer.

101) The enforcement of the arrest order specifically targeted individuals in visible religious observance. Protesters kneeling in prayer were among the first to be seized. Officers disregarded religious garb, forcibly restrained praying Muslims, and made no effort to avoid interfering with ongoing worship. This disregard for religious observance occurred despite the peaceful, non-obstructive nature of the protest and clear opportunity to wait or issue individual dispersal notices.

102) Plaintiff Noor Mohammed was not part of the prayer circle and had complied with dispersal instructions by moving indoors. She was wearing a hijab and keffiyeh — garments that reflect her religious and cultural identity. Despite her full compliance, officers entered Capen Hall, violently threw her to the ground, and forcibly removed her hijab in the presence of male officers. Ms. Mohammed was then mocked by officers, who taunted: “you wanna keeping talking your shit? Here. Here’s your f**king shit.” These statements were made without provocation and reflect discriminatory animus based on religion, ethnicity, and viewpoint.

103) In stark contrast, counter-protesters who mocked or insulted demonstrators — including one recorded shouting “F**k those terrorists” — were never touched by police. Body camera footage confirms that visibly non-Muslim individuals were allowed to remain on-site or shout at officers without arrest or physical restraint. The targeting of Muslim arrestees, especially those engaged in prayer or visibly wearing religious attire, shows discriminatory enforcement and animus.

Overview of Arrest Locations and Protest Phases

104) Although officers claimed the arrests were each made to enforce dispersal orders beginning at 8:23 p.m., many Plaintiffs had already complied with police instructions and left the Flint Loop lawn area before being arrested. Others were targeted while praying or shielding those in prayer. The arrests occurred in three distinct geographic and temporal clusters, each reflecting different circumstances and levels of compliance by Plaintiffs.

105) **Part 1: Prayer Circle Arrests (Flint Loop Lawn).** Plaintiff Ibrahim Khatib was engaged in Maghrib prayer when he was tackled from behind by multiple

officers, including members of the UBPD and Tonawanda PD. He was shoeless due to the requirements of Islamic prayer and believed he would be allowed to finish and disperse. Plaintiffs Elvi Jo Dougherty and Soliegh Dougherty were still in a protective circle surrounding the worshippers when they were forcefully arrested by officers from multiple agencies. All three were non-violent and stationary at the time of arrest.

106) Part 2: Dispersed Protesters Apprehended Away from the Lawn.

Plaintiffs Jazmine Frazier, Hannah Krull, and Timothy Georger had already left the Flint Loop protest site in compliance with dispersal orders and relocated to an adjacent area between the lawn and the parking lots. Despite retreating as directed, each was individually attacked and manhandled by officers. These arrests occurred away from the original protest circle and after the Plaintiffs had complied with commands.

107) Part 3: Arrests Near or Inside Capen Hall After Full Compliance.

Plaintiffs Yousef Ahmed, Noor Mohammed, Jay Ayoub, and Majd Ayoub were arrested near or inside Capen Hall. Each had dispersed from the protest site in accordance with dispersal orders. Plaintiff Mohammed entered the building seeking safety from her university and instead was arrested inside without cause. Plaintiff Ahmed attempted to enter Capen Hall but was prevented from entering and was chased and tackled. Plaintiff Majd Ayoub attempted to assist Ms. Mohammed after her arrest, and Plaintiff Jay Ayoub tried to assist Majd while he was being attacked by police for attempting to assist Ms. Mohammed. None of these four Plaintiffs was on the Flint Loop lawn at the time of arrest.

Violent Multi-Agency Crackdown and Mass Arrests

108) The police, who outnumbered the protesters, initiated a sudden and overwhelming raid on the individuals engaged in prayer and the remaining protesters. Without giving any further audible warning such as “you are now under arrest” or a countdown, a large contingent of officers from multiple agencies charged into the group of demonstrators. Body cameras and witness videos show a phalanx of officers converging on the seated protesters from different sides. This included officers from UB Campus Police, the New York State Police, the Buffalo Police Department, Erie County Sheriff’s Office, Town of Amherst Police, and the other Municipal Defendants that had been staging nearby.

109) In essence, law enforcement from at least a half-dozen agencies “descended” on the protest at once, executing a coordinated plan to encircle and arrest the demonstrators at the arbitrary deadline. The protesters — mostly students — were not directed to calmly leave; instead, police immediately grabbed and subdued anyone present, effectively giving no practical chance to disperse voluntarily at 8:23 p.m.

110) Law enforcement officers tackled, restrained, zip-tied, and handcuffed dozens of protesters — including students, parents, observers, and individuals wearing visible religious attire. Several officers used force on individuals already seated or kneeling. Multiple Plaintiffs were tackled while trying to walk away or while actively filming.

111) Some protesters instinctively ran or tried to flee when they saw officers coming in force, while others — including several Plaintiffs — held their ground, linking arms or remaining in place in a posture of non-violent resistance.

112) There was yelling and confusion as officers in different uniforms (city police, sheriff's deputies, etc.) began grabbing people. No agency or officer took charge to issue calm instructions or facilitate a peaceful exit; instead, the approach was one of immediate physical domination. A chaotic scene resulted, with police tackling people and protesters screaming in fear.

113) One portion of the crowd was chased by officers down a nearby walkway (Mary Talbert Way) as they tried to retreat, with officers pursuing and forcefully taking individuals to the ground far from the original lawn. Another portion, including those who had been praying, was quickly surrounded and subdued on the spot. Throughout the dispersal, protesters could be heard crying out in pain and shouting that they were complying or to stop, to little avail.

114) Many officers applied physical restraints in a manner that caused injuries: knees placed on backs and heads, arms twisted behind backs, wrists bound with excessively tight zip ties or cuffs. Several Plaintiffs were pinned by multiple officers. Others were subjected to verbal taunts or ignored while crying out in pain or distress.

115) No alternative route was offered to those seeking to comply. No individualized orders were given. The dispersal time — precisely 8:23 p.m. — was arbitrary and disconnected from any written university policy or legitimate safety concern.

116) Defendants' use of force in this operation was grossly excessive and unnecessary. The officers — many of whom were outfitted with body armor — tackled peaceful, unarmed students who offered no active resistance, slamming them onto the ground with great force.

117) For example, one officer ran up to a young woman, Plaintiff Soliegh Dougherty, who was standing still, swept her legs out from under her, and drove her face-first into the ground.

118) Other officers simultaneously ripped protestors apart from each other, throwing them down. Numerous protestors – including Plaintiffs – ended up pinned on the ground under piles of officers.

119) Police applied knee pressure to people's backs, shoulders, and heads, in some cases pressing protestors' faces into the dirt or concrete. This was far beyond the minimum force necessary (if any was necessary at all) to effectuate arrests of non-violent individuals.

120) The law enforcement presence was extremely intimidating and disproportionate. There were dozens upon dozens of officers on scene – at least a 2-to-1 ratio of police to remaining protestors by that point. Many officers were dressed in tactical gear or helmets, as if preparing for a riot, even though the protestors were not aggressive or numerous.

121) This multi-agency show of force had been summoned “as a precaution,” according to UB officials, but in practice it was intended to serve as an overwhelming crackdown. The overabundance of officers practically ensured that excessive force would be used: with so many police and so few protestors, multiple officers ganged up on single individuals. For instance, several officers tackled Plaintiff Hannah Krull simultaneously. Such over-response contributed to the conscience-shocking level of force used against these peaceful civilians.

122) The police did not stop at the initial arrests; they chased down fleeing protesters well beyond the immediate protest area. Some students who had managed to run from the lawn were pursued across campus. Officers tackled people near Mary Talbert Way (a road a short distance away) and in other nearby areas.

123) Following the post-dispersal acts of intimidation, officers returned their attention to remaining individuals near Capen Hall — many of whom were visibly Muslim or had already complied with dispersal orders. This next phase of the crackdown demonstrated a renewed focus on religious and ethnic identity, as well as on those perceived to have documented or supported the earlier protest.

124) One group of frightened students sought refuge by running into Capen Hall (the administration building). However, officers from numerous agencies, including the City of Buffalo, entered Capen Hall and continued to chase individuals through the UB building's hallway. Inside Capen Hall, officers arrested certain individuals who had not even participated in the protest.

125) Notably, officers appeared to target certain protesters who were visibly Muslim or engaged in prayer at the moment of the raid. Eyewitness accounts and video indicate that as the police rushed in, they went straight toward the group that was praying, effectively interrupting the prayer by grabbing those individuals first.

126) Protesters who were visibly of Middle Eastern descent or wearing traditional religious attire were handled with particular roughness. Plaintiff Noor Mohammed, a young woman wearing a hijab, and who did not even participate in the protest or the prayer circle (and who fully complied with the dispersal order) was violently thrown down and pinned. Shockingly, an officer ripped the hijab off Ms.

Mohammed during her arrest, exposing her head and neck against her will. As Ms. Mohammed's hijab was pulled off her head, she was aggressively and vitriolically verbally berated by numerous officers.

127) After the dispersal of the protest, Defendant Officers corralled individuals who had been present at the demonstration and prayer and non-participants into an area outside Capen Hall. The scene below reflects the moments before Defendant Officers arrested and assaulted Mr. Ahmed (after refusing to allow him to enter Capen Hall) and Ms. Mohammed (who was peacefully inside of Capen Hall). Both Mr. Ahmed and Ms. Mohammed were wearing garments demonstrably consistent with their Muslim faith. The counter-protestors were not harassed, arrested, assaulted, or displaced by the Defendant Officers. In fact, a non-party can be seen in bodycam footage asking the line of Defendant Officers, "you're not going to arrest them?" while pointing to the counter-protestors.



128) Defendant Officers, including specifically yet-to-be-identified Buffalo Police Department Officers, can be heard discussing their intention to apprehend the “guy in the black shirt” (Plaintiff Ahmed) before moving in on the crowd. As Plaintiff Ahmed attempted to enter Capen Hall (an academic building of a university which he attends), Defendant Officers, including specifically unidentified Buffalo Police Department Officers, refused to allow him to enter the building. Many Defendant Officers, including specifically unidentified Buffalo Police Department Officers, then chase Mr. Ahmed (while shouting “f**ker” at him) before tackling and assaulting him.

129) Many Defendant Officers, including Defendants Ford, Ammerman, and other Buffalo Police Department Officers, took part in the attack on Mr. Ahmed. Shortly after the attack, Defendant Ford can be seen fist-bumping another officer and bragging that he played football with a different officer involved in the tackle and assault.

130) Such an act was deeply distressing and culturally insensitive, serving no purpose other than to humiliate and intimidate. The focus on those in prayer and the targeting of visibly Muslim individuals present at UB North on May 1, 2024 strongly suggests that the crackdown had a discriminatory motive or effect, singling out Muslim students and community members for harsh treatment.

131) On body cam footage, Pro-Palestinian protestors, not of visibly Muslim descent, can be seen screaming “free Palestine and “f**k 12” repeatedly at officers without retribution.

132) Defendant Officers, including unknown BPD officers, returned to the site of the protest after the lawn was cleared and joked about the protest and the protestors. As officers scrummage through the property (including water, food, and Palestinian

flags), one officer stated: “Hopefully they didn’t plant an IED in there,” while others laugh. Another BPD officer remarked “should someone tell them that the United States have nothing to do with the Palestinian-Israel conflict.”

133) Defendant BPD Officer Serafini, minutes after taking part in the violent attacks on Plaintiffs Yousef Ahmed and Jay Ayoub, upon hearing a dog barking in the distance stated: “Dude, I wish I had a K-9, bring the dog out here, let the dog just f**king run loose.” An unidentified BPD officer commented, “I think that would have solved a lot of issues.” Defendant Serafini responded: “absolutely.”

134) A non-party study asked Defendant Ammerman why Mr. Ahmed was targeted and arrested, he responded: “probably for inciting everyone.” Chanting for a cause is not “incitement”; it is constitutionally protected speech.

135) Within minutes, the police had effectively crushed the protest and detained all remaining protesters. Approximately 15 people were arrested in total during the raid. Each of the ten Plaintiffs in this action was among those arrested. Many were wrestled into plastic zip-tie handcuffs (flex-cuffs) or metal handcuffs on the spot. The arrestees were then gathered and led away from the lawn one by one.

136) Notably, Defendants had arranged for a UB Stampede bus (a campus shuttle bus) to be on scene to transport arrestees – a clear indication that mass arrests had been pre-planned. Several Plaintiffs were loaded onto this bus with their hands bound behind their backs. Others were placed into marked police cruisers. The Stampede bus, carrying the detained protesters, departed for another location on the UB campus around 9:00 p.m., heading to a booking location (the UB “Center for Tomorrow”). As the bus

was driven past the protest site, the young arrestees inside could be heard chanting “Free Palestine” from the windows, defiantly continuing their protest even in custody.

137) The May 1, 2024 protest, which had begun as a peaceful, lawful campus demonstration, thus ended in a scene of violence and trauma. Plaintiffs and their fellow protesters were exercising core constitutional rights – speaking out on a matter of great public concern and assembling peacefully to petition their university for change. They posed no threat to any person or property. Nonetheless, Defendants shut down their protest by force, inflicting injuries and instilling fear.

138) Each Plaintiff suffered physical pain (to varying degrees) and profound emotional distress from being treated as a criminal and brutalized by officers of their community. The only “cause” of any of the arrests was the content of Plaintiffs’ message and the fact of their peaceful assembly, which is not a lawful basis at all.

139) Indeed, Defendants levied charges like disorderly conduct, trespass, loitering, and resisting arrest against the protesters, but these were trumped-up charges with no factual support. Eventually, judges and/or prosecutors dismissed all charges against the arrestees, underscoring that Plaintiffs had engaged in no wrongdoing.

140) Not a single Plaintiff was armed. Not a single Plaintiff made threats or used force. Each was engaged in peaceful protest, religious observance, documentation, or passive assembly at the time they were arrested or assaulted.

Post-Arrests Conduct by Defendants

141) Even after the protest had been dispersed and arrests completed, Defendant Officers remained on campus and engaged in ongoing acts of intimidation, harassment, and viewpoint-based hostility. After the demonstrations at Flint Loop lawn

and other sites on campus were broken up, officers from BPD (including Defendants Ammerman, Bauer, Gravius, Hayden, Hofschneider, Santiago, Serafini), UBPD and other agencies remained on campus and began patrolling the areas surrounding Capen Hall, Knox Hall, and Hochstetter Hall in a menacing and coercive manner.

142) Multiple Defendant Officers harassed, taunted, and berated innocent students on UB's campus. In the materials obtained to date, Defendant Officers can be heard screaming remarks such as repeatedly shouting "You're just mad at your dad" and seen smirking at protestors.

143) In one instance, BPD officers, including Defendant Bauer, harass a young man, sarcastically chiding him "write that down so you can tell your dad . . . daddy, daddy, the cops daddy, daddy, the cops, they harassed me."

144) The BPD officers, including lieutenants, based outside Capen Hall after the protests were disbanded pointed their flashlights at innocent students, with an intention to annoy and harass, and placed the lights in strobe mode because "they don't like the strobe light" and asked students to dance the light, stating that the officers would pay the students to dance.

145) Several students attempting to enter or leave academic buildings were verbally harassed or followed by police. Officers did not confront or interfere with individuals on campus who were unaffiliated with the protest, indicating a pattern of continued targeting based on viewpoint or perceived association with the demonstration.

146) A number of students uninvolved in any protest were told to "go home" as they walked through campus by a line of BPD and UBPD officers. One student asked

“why, do we have a curfew?” And the BPD Officer responded, “yeah, because you cant act like adults.” Other BPD officers chimed in: “yeah, Antifa!”

Institutional Ratification and Extrajudicial Retaliation

147) The actions of Defendants reflect a coordinated policy to suppress protest through unlawful force and arrest. No municipality or agency has acknowledged wrongdoing, disciplined involved officers, or issued any policy revision. University officials and city leadership have defended the operation publicly.

148) On June 4, 2024, criminal charges against eight of the ten Plaintiffs were dismissed in full at their first appearance in Amherst Town Court for lack of evidence. No convictions or pleas were entered by any Plaintiff. Despite this complete lack of prosecutorial follow-through, the University and law enforcement continued to impose extrajudicial sanctions on many of the Plaintiffs.

149) Following the May 1, 2024 protest, agents of the State University of New York, acting under color of state authority, issued persona non grata (“PNG”) notices to each individual who was arrested on May 1, 2024 who was not an enrolled UB student. These notices bar Plaintiffs from accessing any property owned or controlled by the University at Buffalo, including academic buildings, public gathering areas, and university-sponsored events.

150) The PNG notices are indefinite in duration and are not subject to immediate review or rescission. According to the University’s own published procedures, recipients are ineligible to request reconsideration of the PNG designation until at least one full calendar year has passed from the date of issuance.

151) The PNG designations function as an extrajudicial punishment imposed without due process and without any finding of current threat, danger, or disruption. No hearings were provided. No individualized findings were issued. The PNG restrictions continue to impede Plaintiffs' academic, professional, and expressive activities and risk further stigmatization and exclusion.

152) UB officials, including Tripathi, thereby violated Plaintiffs' rights to due process, freedom of expression, and assembly under the New York State Constitution and the First and Fourteenth Amendments to the U.S. Constitution. These restrictions reflect ongoing retaliation and viewpoint-based discrimination against Plaintiffs due to their protected speech.

Overwhelming UB Faculty Response Highlights Defendants' Wrongdoing

153) 307 members of the UB Faculty signed a May 3, 2024 letter to UB President Tripathi stating that they were "deeply disturbed by the University's decision to violently escalate the peaceful protest that students organized" on May 1, 2024. The letter noted that about 50 protestors had assembled and that "[t]he gathering was entirely peaceful," noting that the demonstrators immediately complied with policy when told to discontinue the erection of tents. The faculty observed that "The university policy barring overnight picketing and assembly does not mention sundown."

154) The faculty letter stated that the protest rules "were being updated in real time on the day of the protest," which made it difficult for students to understand or follow University expectations. The signatories described UB's conduct as exhibiting "intolerance towards free expression and flagrant disregard for student safety."

155) The letter explained: “Hyper surveillance, fear, and physical and psychological harm caused by violent policing is a well-documented structural determinant of health inequity, and on May 1st our University's decision undermined our own students' health and wellbeing.”

156) It concluded: “The University’s response is detrimental to the campus climate, the health and safety of students, and their ability to engage in peaceful protest.”

157) On May 7, 2024, the UB Faculty Senate passed a resolution supporting the May 3 letter, stating “there are reliable reports that the University responded dangerously and disproportionately to the peaceful protests held on UB’s North Campus on May 1, 2024.”

158) The UB Faculty Senate resolved:

- (1) That UB should request all charges be dropped and abandon any Code of Conduct proceedings against student protestors;
- (2) That the Senate opposes calling outside law enforcement for peaceful protests;
- (3) That UB should conduct a public review of police protocols and policies; and
- (4) That an investigation be conducted into ad hoc policy changes to UB’s picketing and assembly policy.

159) On May 25, 2024, 31 members of the UB Law School faculty sent a letter to President Tripathi, similarly demanding that charges be dropped. They emphasized that the protest was peaceful, that encampments had already been removed before dusk, and that the Muslim prayer occurred just prior to the arrests.

160) The Law School Faculty compellingly explained:

It would be particularly inappropriate for the University at Buffalo to deviate from this prudent course [requesting that all criminal charges be dropped] given the particular circumstances of the May 1 police action. The facts concerning the arrests on May 1 are largely undisputed. Before any arrests were made, the protesters had dismantled their encampment. They confined themselves to an outdoor public area of the campus. Shortly before sunset, which occurred by the calendar that day at 8:22 pm, the Muslims in attendance began the last of five mandatory prayers of the day. Mere seconds after the prayer was concluded, the police moved in to make their arrests. **Throughout this time, the protesters, students and non-students alike, were conducting themselves in a peaceful manner.** The SUNY Rules for the Maintenance of Public Order stipulate that, **“No student...or authorized visitor shall be subject to any limitation or penalty for expressing his or her views or for assembling with others for such purpose.”** See Section I.E.1. The Rules then go on to specify that “peaceful picketing and other orderly demonstrations in public areas of campus grounds and buildings are not subject to interference provided there are no violations of the rules in section I.A. of this policy.” *Id.* Section I.E.1.a.

There are sixteen rules stated in terms of prohibited conduct under Section I.A. **None of these rules had been violated at the time of the arrests.** To read the applicable rules otherwise would be to nullify the command of Section I. E., noted above. The Rules For the Maintenance of Public Order also provide for the promulgation of additional campus rules. See Section I.B. These supplementary rules applicable to the SUNY Buffalo campus are found in the Picketing & Assembling Policy. The only supplementary rule that would even arguably relate to the events of May 1 is the following: “Assemblies cannot last more than one day, duration not to exceed 12 hours in one day. No overnight assemblies/assemblies [sic] are allowed.”

The public protest on May 1, 2024, even to the extent that it may have extended beyond the official time of sunset, cannot reasonably be deemed a violation of the rule prohibiting “overnight assemblies.” As noted above, any encampment had already been dismantled. *The word “overnight” does not by its ordinary meaning imply the presence of assembled persons on public property for a brief duration beyond the moment of sunset.* No one has suggested that the protesters were preparing to spend the night on campus. *Even New York Penal Law Section 140.00, which provides definitions for terms found in those statutes governing criminal trespass and burglary, states that “‘Night’ means the period between thirty minutes after sunset and thirty minutes before sunrise. See NYPL § 140.00(4).*

(emphasis added).

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161) The overwhelming response from faculty across UB reflects the stark reality that UB's response to May 1, 2024 was illegal, unjustified, and an affront to ideals of freedom and democracy.

V. PLAINTIFF-SPECIFIC ALLEGATIONS

162) Plaintiff **Yousef Ahmed** is a UB student and former Secretary of SJP. Mr. Ahmed was one of the organizers of the initial May 1, 2024 walk through UB's campus.

163) Shortly after completing the first portion of Muslim evening prayer, Mr. Ahmed stood up as officers began to charge the circle. He dispersed from the protest site in accordance with the Officers' dispersal orders. As Mr. Ahmed stood outside Capen Hall and filmed the Defendant Officers, officers, including BPD officers, audibly discussed targeting him. Body camera footage confirms officers targeted him as "the guy in the black shirt."

164) Mr. Ahmed tried to enter Capen Hall (an academic building at his university) and a group of Defendant Officers, including Defendant Ammerman, prevented him from entering the building. Then, a group of many officers, primarily from the BPD sprinted at him and tackled him violently (despite Mr. Ahmed presenting no threat).

165) Plaintiff Ahmed was chased by many Defendant Officers, including Defendants Ammerman, Bauer, Ford, Frascatore, Palizay and other officers from the Buffalo Police Department. Defendant Officers verbally berated Plaintiff Ahmed. After he was violently tackled by Defendant Officers from the Buffalo Police Department, including Defendants Ford, Serafini, Frascatore, Gravius, and other Defendants Officers, multiple (yet to be identified) Defendant Officers piled on top of him, slammed his head

into the ground, and pulled at his hair and face. A non-party student witness to the attack remarked with horror to a yet-to-be-identified BPD officer that it was unacceptable that six officers felt the need to “slam his face into the ground.”

166) Immediately afterwards, Defendant Frascatore laughed with a group of Defendant Officers, as he bragged: “I f**king blasted him – he went flying.” In another discussion, Defendant Frascatore laughed about how 12-15 other Defendant Officers were on top of him and Mr. Ahmed as Frascatore pinned him.

167) Mr. Ahmed was zip-tied and transported while disoriented and in pain. Mr. Ahmed suffered serious injuries to his head, mid-section, and left thumb. He was diagnosed with a concussion and nerve damage to his thumb. He experienced religious and psychological distress and emotional trauma as a result.

168) Plaintiff **Jay Ayoub** is a 61-year-old community member and father of Plaintiff Majd Ayoub. Mr. Ayoub arrived at UB North Campus during the May 1, 2024 protest to bring food to his child and his friends. After arriving with the food, Mr. Ayoub quietly and peacefully observed the demonstration at some distance from the gathering on the lawn in front of Hochstetter Hall because of the shocking number of police officers gathering near the protestors. As obligated by his faith, Mr. Ayoub participated in the Maghrib prayer with the other Muslim individuals present at the site. Mr. Ayoub participated in the prayer circle during Maghrib prayer, as mandated by his religion. He dispersed from the protest site in accordance with the Officers’ dispersal orders.

169) A few minutes later, Mr. Ayoub attempted to keep the peace as Defendant Officers, including Defendant Ford and other Buffalo Police attacked his son Majd. When Mr. Ayoub approached Defendant Ford and the other Defendant Officers,

Defendants Ford, Palizay, Santiago, Schultz, Serafini, Soluri a BPD lieutenant (without a name badge) and multiple Defendant Officers, including other Buffalo Police, unknown Town of Cheektowaga, and unknown UBPD officers, violently tackled Mr. Ayoub to the ground and piled their body weight upon him. Video footage reflects Defendant Officers, including Defendant Lieutenant Schultz, punching and kneeling Mr. Ayoub as he is restrained under the body weight of numerous officers.

170) Mr. Ayoub cried out “I can’t breathe, I have asthma” multiple times while restrained. Defendant Officers responded: “I don’t give a f**k,” as Mr. Ayoub pled for his breath. Mr. Ayoub credibly feared for his life and believed he was moments from suffocating to death. Officers ignored his pleas. Rather than easing off, officers shouted at Mr. Ayoub to “stop resisting” and remained on top of him, despite Mr. Ayoub never resisting while he was under the numerous officers. He was eventually lifted and zip-tied. In the course of pinning and cuffing him, officers wrenched Mr. Ayoub’s arms backward with excessive force, twisting it upward beyond its normal range.

171) As the Buffalo Police officers, including Defendant Ford, led Mr. Ayoub away, he begged for his breath and pleaded, “I swear to God, I am going to die.” Only after multiple pleas did the Buffalo Police and UBPD officers allow Mr. Ayoub to take a moment to attempt to catch his breath.

172) He suffered bruising to his ribs and a sprain to his left shoulder. He was treated at Millard Fillmore Suburban Hospital and continued to experience pain, shortness of breath, and psychological distress in the following weeks.

173) Plaintiff **Majd Ayoub** is a UB student and organizer with Students for Justice in Palestine. He was involved with the organization of the May 1 protest

participated with the prayer group during Maghrib prayer. Plaintiff Ayoub dispersed in accordance with Defendants' unconstitutional orders.

174) After Plaintiff Mohammed was assaulted and arrested, she was crying as she was led in handcuffs without her religious attire, which had been dislodged. Majd attempted to assist Ms. Mohammed with her religious garb when he was pushed in the chest by Defendant Ford, who then shouted at Majd to "back the f***" up. Majd requested to assist Ms. Mohammed with her discomfort resulting from the exposure caused by Defendants' removal of her religious clothing. Defendant Ford and other unknown Buffalo, and other Defendant officers shouted at Majd to back up (with Defendant Ford declaring "I am in charge"); Majd complied. As Majd explained, "I am backing up," and as he did indeed back up, he was rushed by Defendants Ford, Arnold, Rogers, Soluri and multiple other Defendant Officers, including other Buffalo Police officers. Majd was then violently tackled to the ground.

175) Majd was slammed into the ground and pavement, pinned down, and violently piled upon as his arms were zip-tied. He made no effort to resist.

176) Majd sustained injuries to his right shoulder, right arm, and right hip. He experienced emotional trauma from being targeted and physically attacked while attempting to comply.

177) Plaintiff **Elvi Jo Dougherty** is a community member who attended the protest with her daughter, Soliegh. Ms. Dougherty stood in the outer circle of demonstrators, linking arms with others to create a protective circle around the praying Muslims at the protest site. She intended to disperse from UB's campus after the Muslim evening prayer had concluded but was arrested while the prayer was ongoing.

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178) Despite not resisting or threatening any officer, without warning, she was violently apprehended by unidentified UBPD and NYSP officers, and Defendant Wahl. Her arms were grabbed, and she was tightly zip-tied, causing numbness, pain, and bruising to her wrists. The zip ties caused loss of circulation and numbness, and were not loosened despite repeated requests until some time after she was seated on a UB bus for transport. She required therapeutic care and suffered emotional injury.

179) Plaintiff **Soliegh Dougherty** is a college student at Buffalo State University and is the daughter of Elvi Jo Dougherty. She stood in the protective circle near the prayer group, linking arms to assist with the protective circle around the ongoing prayer. She intended to disperse from UB's campus after the Muslim evening prayer had concluded but was arrested while the prayer was ongoing.

180) Despite not resisting or threatening any officer, without warning, she was swept off her feet by an officer, slammed into the ground face-first, and pinned under at least three officers, including UBPD and NYSP officers. Her face was pressed into the grass as she cried out. She was zip-tied and detained without resisting. She sustained deep chest bruising, abrasions, and emotional trauma. Her participation in civic activity, including protests, has ceased due to fear caused by the incident.

181) Plaintiff **Jazmine Frazier** arrived at the protest shortly before 8:00 p.m., carrying a sign and water. They linked arms in the protective circle while others prayed. Then, Jazmine evacuated the Flint Loop lawn in accordance with Defendant Officers' orders and joined arms with other protestors in a different location on campus.

182) They began filming as officers approached. One hand held their phone; the other was linked with a nearby protester. They dropped the phone while backing away. An officer shoved them at the shoulder while Jazmine's foot was behind his.

183) Jazmine was tackled to the ground, flipped over, and pinned by a number of officers across their legs, hips, and torso. They screamed, "I can't breathe" as officers attempted to zip-tie them. The first set failed; they were tackled again and re-cuffed — first with a second zip tie, then with metal handcuffs.

184) Jazmine was violently apprehended by Defendants UBPD Officers Kostek and Kurowski, ECSO Vaccaro, and unknown members of the Town of Tonawanda Police Department and the ECSO.

185) They were never offered medical attention. Jazmine sustained bruises on their hands, wrists, hips, and knees, and required psychological treatment in the aftermath.

186) Plaintiff **Timothy Georger** is a UB graduate student and Teaching Assistant who stood peacefully on the sidelines of the protest. He stood calmly near the perimeter of the crowd, not chanting or obstructing pathways. He joined the protective formation encircling students who were praying. Then, Mr. Georger evacuated the Flint Loop lawn in accordance with orders issued by Defendant's officers and joined arms with other protesters in a different location on campus. Mr. Georger held a sign supportive of the Palestinian cause and peacefully stood.

187) Mr. Georger was violently apprehended and manhandled by Defendants Caruana, Vaccaro and unknown members of the Tonawanda Police Department. Defendant Caruana ripped Mr. Georger's shirt and then handed Mr. Georger off to yet-to-

be-identified officers to be zip-tied. He suffered emotional pain and distress as a result of the incident.

188) Plaintiff **Ibrahim Khatib** is a practicing Muslim and an active community member. He was engaged in silent prayer when the line of officers approached.

189) Mr. Khatib was shoeless but attempted to get to his feet and run away in accordance with the dispersal order, as he had no intention of violating any curfew or police order. While shoeless (due to his participation in holy prayer), he was tackled from behind by multiple officers, including yet-to-be-identified UBPD and Tonawanda officers. Mr. Khatib was zip-tied tightly despite offering no resistance. His wrists were bruised and numb for days, and he developed psychological distress related to the religiously insensitive nature of the takedown. Mr. Khatib's exercise of his First Amendment rights was significantly chilled as a result of the incident. The experience caused religious trauma and withdrawal from congregational prayer.

190) Mr. Khatib was not given the opportunity to comply or move. The use of force against him was not calculated to secure compliance, but to punish and suppress.

191) Plaintiff **Hannah Krull** was a UB graduate student who was documenting the protest with her phone. She was standing peacefully in the protective circle around the prayer participants when officers rushed the group. Then, Ms. Krull evacuated the Flint Loop lawn in accordance with orders issued by Defendant's officers and joined arms with other protesters in a different location on campus.

192) Ms. Krull was tackled face-first into the pavement and pinned by multiple officers. Ms. Krull was violently tackled, piled upon, zip-tied, and apprehended by

officers from the Tonawanda Police Department, including Defendants Maraschiel, Lund, Walsh-Stienes, Wahl, unknown UBPD officers, and unknown ECSO officers.

193) Her left shoulder was badly injured and she suffered abrasions and bruising on her face, arms, and chest. Additionally, the incident caused Ms. Krull psychological injuries including emotional trauma, and she continues to experience panic and difficulty focusing in academic settings.

194) Plaintiff **Noor Mohammed** is a UB student, a member of Students for Justice in Palestine, and a practicing Muslim. She attended the May 1, 2024 protest after class and arrived on site around 7:55 p.m., bringing refreshments at the request of other students. She wore a keffiyeh and hijab and stood near the prayer group, respectfully observing and filming the police presence on her phone. She never participated in the demonstration or prayer on May 1, 2024. She was scared and intimidated by the overwhelming police presence, so she did not participate in the prayer with her fellow Muslims. She dispersed from the scene in compliance with the officers' orders.

195) Ms. Mohammed fled to Capen Hall to ensure that she would not be in any conflict with any officer. Despite her compliance, officers from various agencies, including the BPD, entered Capen Hall, grabbed Ms. Mohammed by her backpack and slammed her to the ground. She was pinned by at least three officers — one on the head, one on the chest, and one on the legs.

196) Ms. Mohammed was assaulted and berated by Defendants Arnold, Bauer, and Rogers, yet-to-be identified members of the BPD and the UBPD.

197) Ms. Mohammed's hijab and keffiyeh were forcibly dislodged, exposing her head and hair, in defiance of her committed religious beliefs. She feared for her life

and cried while being restrained, and was publicly humiliated by the loss of her religious covering. Officers, without provocation, berated Ms. Mohammed and taunted her, saying: “you wanna keeping talking your shit? Here. Here’s your f**king shit.” As the officers assaulted and harassed Ms. Mohammed, she can be heard crying and begging for her hijab (which the officers had purposefully removed). These comments suggest animus relating to Ms. Mohammed’s religious and/or ethnic appearance, and retaliation for Ms. Mohammed’s filming of the police.

198) She was placed in handcuffs, not zip ties. She begged officers to allow her to readjust her religious garments to comply with her religious beliefs, but her pleas were ruthlessly refused. Instead, while she was being led through UB’s campus in handcuffs and without her preferred religious attire, an undercover/non-uniformed/no-nametag officer (who can be seen throughout various videos dictating orders to multiple agencies, primarily the BPD) stopped her in her tracks and took a picture of her with his cellphone.

199) While crying and pleading, Ms. Mohammed was transported in a UB bus to the Center for Tomorrow, where she was processed and issued a ticket. She sustained deep bruises all over her body, including to her face, shoulders, chest, knees, and ankles, and was caused to miss work. She experienced profound emotional and psychological trauma, religious violation, and public humiliation, which she continues to process.

VI. DEFENDANT CONDUCT AND FAILURE TO INTERVENE

200) On May 1, 2024, each of the following groups of Defendant Officers was personally present at or near the site of the peaceful protest held on the University at Buffalo campus:

- The Municipal Defendant Officers (comprising sworn officers of the Buffalo Police Department, the Amherst Police Department, the Kenmore Police Department, the Tonawanda Police Department, and the Erie County Sheriff's Office),
- the NYS Defendant Officers (comprising sworn officers of the University at Buffalo Police Department and the New York State Police), and
- the John Doe Defendant Officers (comprising presently unidentified law enforcement officers employed by one or more of the aforementioned agencies or other agencies acting in concert with them).

201) Several of the Municipal Defendant Officers, NYS Defendant Officers, and the John Doe Defendant Officers (the Municipal Defendant Officers, the NYS Defendant Officers, and the John Doe Defendant Officers, together, are the "Defendant Officers") , including CHIEF BEATY, LIEUTENANT TIMOTHY BACON, INVESTIGATOR TIMOTHY THOMPSON, DEPUTY CHIEF MARCISZEWSKI, CAPTAIN FLETCHER, and LIEUTENANTS KERR and BACON, held supervisory or command authority at the scene and were responsible for overseeing the actions of subordinate officers.

202) Defendants Bacon and Thompson were among those individuals responsible for identifying (innocent) targets for arrest. Defendant Bacon of the UBPD (in conjunction with the unidentified/no-name tag supervisor present throughout the protest) dictated orders to UBPD officers and other Defendants for responding to the crowd, instructing officers to make arrests.

203) Defendant Bacon of the UBPD sought advice from Defendant Lieutenant Schultz of the BPD for guidance on the police response to the active protest, including advice as to how far the police line should go.

204) During the course of the protest, Plaintiffs and other peaceful demonstrators were subjected to unlawful uses of force, unlawful arrests, retaliatory conduct for protected speech, interference with their rights to record public officials, unlawful seizure of personal property, and other deprivations of constitutional rights.

205) Each of the Municipal Defendant Officers, NYS Defendant Officers, and John Doe Defendant Officers was personally present at the scene and personally observed or had direct knowledge of the ongoing constitutional violations being committed by officers against peaceful protestors.

206) The coordinated presence and collective inaction of the Municipal Defendant Officers, NYS Defendant Officers, and the John Doe Defendant Officers allowed and encouraged the constitutional violations to continue unabated.

207) Each Defendant Officer had a realistic opportunity to intervene to prevent the unlawful acts being committed against Plaintiffs and other peaceful protestors, yet deliberately failed to take any reasonable steps to prevent or mitigate the constitutional violations.

208) By their direct participation in the unlawful conduct and/or their failure to intervene when they had a realistic opportunity to do so, directly and proximately caused Plaintiffs to suffer constitutional deprivations, including violations of their rights to freedom of speech, freedom of assembly, freedom from retaliation for protected expression, freedom from unreasonable seizure, and freedom from excessive force, as

secured by the First, Fourth, and Fourteenth Amendments to the United States Constitution, and as secured by the New York Constitution.

209) The constitutional rights at issue — including, without limitation, the rights to freedom of speech, freedom of assembly, freedom from retaliation for protected expression, the right to record public officials, the right to be free from unlawful seizure, the right to be free from excessive force, and the right to be free from deprivation of liberty without due process of law — were clearly established at the time of the events at issue.

210) No reasonable law enforcement officer in the positions of the Defendant Officers could have believed that the conduct described herein was lawful under clearly established constitutional law.

211) A UB Spectrum student editor attempted to document the arrests but was shoved by a BPD lieutenant and told to 'get the f—k out of here.' When he identified himself as media, the officer replied, 'I don't care.' This flagrant disregard for press protections illustrates Defendants' intent to suppress public oversight.

212) As a direct and proximate result of the acts and omissions of the Defendant Officers, Plaintiffs suffered physical injuries, emotional distress, mental anguish, loss of liberty, damage to property, reputational harm, and the chilling of their rights to engage in protected speech and expressive conduct.

213) Each Defendant Officer is therefore liable under 42 U.S.C. § 1983 and the New York Constitution for his or her personal failure to intervene to prevent the violation of Plaintiffs' constitutional rights.

214) Plaintiffs reserve the right to amend this Complaint to assert additional allegations of direct participation by individual Defendant Officers (and identity of John Doe Officers) as discovery reveals further specific facts regarding their conduct.

215) The story of May 1, 2024, is not one of public safety, nor of neutral law enforcement. It is a story of viewpoint discrimination, anti-Muslim hostility, and the criminalization of peaceful protest through coordinated state violence. The events of that day left lasting physical, psychological, and academic scars on Plaintiffs, all of whom were punished not for breaking the law, but for exercising their most sacred American rights

VII. CAUSES OF ACTION

216) All following causes of action are asserted by all Plaintiffs against all Defendants, unless otherwise noted.

217) Unless otherwise stated in a specific Cause of Action below, the claims herein are asserted against the individual Defendant Officers in their individual capacities. Claims asserted against the Municipal Defendants are specifically identified and plead under applicable theories of Monell liability, respondeat superior, or direct negligence, as set forth below.

218) Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

219) At all times relevant hereto, the Municipal Defendant Officers, NYS Defendant Officers, and John Doe Defendant Officers were acting under color of law and within the scope of their employment.

220) Plaintiffs assert claims for relief against each of the Defendant Officers in their individual capacities for their personal involvement in the violations alleged herein, including:

- (a) Direct participation in the unlawful conduct;
- (b) Failure to intervene despite having a realistic opportunity to prevent the unlawful conduct; and/or
- (c) Deliberate indifference to the violations of Plaintiffs' clearly established constitutional and statutory rights.

221) Each Cause of Action set forth below is asserted against the Defendant Officers individually, unless otherwise expressly stated, and is based upon the personal conduct and/or deliberate failure to act of each such officer as described herein.

COUNT I – FIRST AMENDMENT (Freedom of Speech, Assembly, and Petition)
(42 U.S.C. § 1983) – *Retaliation and Suppression of Protected Speech and Assembly*
(Against All Defendant Officers and Defendants Tripathi and Garcia, Individually)

222) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 221 above as if fully set forth herein.

223) Defendants, including Defendant Satish K. Tripathi, acting under color of state law, violated Plaintiffs' rights to freedom of speech, freedom of association (assembly), and to petition the government for redress of grievances as guaranteed by the First Amendment to the U.S. Constitution.

224) The First Amendment to the United States Constitution, as incorporated against the states through the Fourteenth Amendment, prohibits government actors from abridging the freedoms of speech, assembly, association, religious exercise, and petition.

225) All ten Plaintiffs were engaged in expressive conduct protected by the First Amendment, including peaceful protest, chanting, praying, linking arms, standing in solidarity with worshippers, documenting police conduct, or holding protest signs. In every case, the force and arrest used against Plaintiffs was motivated by their expressive activity and resulted in the suppression of constitutionally protected speech and assembly. Their expression related to a matter of public concern (Palestinian human rights and University policies).

226) The protest occurred on the Flint Loop lawn, a public, outdoor space on the campus of a public university — a traditional and designated public forum where speech protections are at their peak.

227) Plaintiffs were not engaging in unlawful conduct. They posed no threat to public safety, blocked no ingress or egress, and complied with requests earlier in the day to remove tents.

228) Defendants' actions in forcibly dispersing the protest and arresting Plaintiffs were motivated or substantially caused by Plaintiffs' exercise of these rights and were taken in retaliation for Plaintiffs' protected expression. Defendants sought to suppress expression through arrests, intimidation, and physical force.

229) Defendants' conduct – including issuing a vague, arbitrary, last-minute dispersal ultimatum and then deploying overwhelming force – was intended to punish Plaintiffs for their message and to silence their viewpoints. The timing and nature of the crackdown (during prayer and chanting) demonstrate an effort to quash the demonstration and its pro-Palestinian message.

230) No written policy or university rule supported this arbitrary curfew. No emergency declaration was in place. The time selected had no basis in law or regulation and was enforced without individualized warnings or opportunities to comply.

231) UB officials, including Tripathi, violated the SUNY Rules for the Maintenance of Public Order, which stipulate that, “No student . . . or authorized visitor shall be subject to any limitation or penalty for expressing his or her views or for assembling with others for such purpose.”

232) The demonstration was conducted in full accordance with UB’s Picketing and Assembling Policy. No section of that Policy or any other UB policy in effect as of May 1, 2024 prevented gatherings or protests from extending into the dusk or nighttime hours. There was a prohibition against “overnight assemblies”; an overnight assembly is one that is underway on a particular day and continues “overnight” into the following morning. “Overnight” begins much later than 8:23 p.m.

233) The dispersal and arrest order was issued without a lawful basis, selectively enforced, and timed to coincide with the Muslim evening prayer.

234) At or just after 8:23 p.m., dozens of officers from multiple agencies charged into the protest site, tackling, zip-tying, and dragging away individuals engaged in protected speech, prayer, and observation.

235) All Plaintiffs were arrested and assaulted without warning or a lawful basis.

236) This conduct constituted an unlawful prior restraint on Plaintiffs’ speech and assembly, executed through force rather than regulation, and triggered strict scrutiny under First Amendment precedent.

237) Defendants' actions were not content-neutral. The protest was critical of U.S. and Israeli military action in Gaza, and multiple Plaintiffs were visibly associated with Muslim or Arab-American identity or advocacy groups such as Students for Justice in Palestine.

238) The suppression of this protest, including its dispersal and the arrests that followed, was motivated in substantial part by disagreement with Plaintiffs' viewpoint and affiliation.

239) Defendants' actions also constituted retaliation against Plaintiffs for engaging in protected First Amendment activity. The force, arrests, and humiliation Plaintiffs endured would deter a person of ordinary firmness from continuing to speak or assemble.

240) Defendants' hostility toward protected expression extended beyond the demonstrators. When a UB Spectrum editor attempted to film the arrests, a BPD lieutenant pushed him and shouted, "get the f—k out of here." When the student identified himself as media, the officer responded, "I don't care." This incident exemplifies Defendants' intent to suppress documentation of their conduct and further demonstrates viewpoint-based retaliation and disregard for constitutional protections.

241) Municipal Defendants are liable under Monell because their police departments operated pursuant to a shared policy, practice, or custom of dispersing protests based on viewpoint, and without lawful curfew authority, adequate training, or individualized probable cause.

242) The May 1, 2024 operation was coordinated, planned, and executed across jurisdictions. The suppression of this protest was the foreseeable and intended result of unconstitutional municipal policy and failure to train.

243) As a direct result of Defendants' actions, Plaintiffs' protest was terminated and their message suppressed. This chilled Plaintiffs' and others' future expression, as evidenced by several Plaintiffs now being fearful to engage in protest.

244) Following the protest, UBPD and other law enforcement continued to surveil and target Muslim and pro-Palestinian students, including through indefinite campus bans, despite full dismissal of all charges. Defendants also retaliated against certain Plaintiffs by issuing persona non grata designations. These extrajudicial bans were imposed without notice, justification, or opportunity to be heard and remain in place despite no evidence of any ongoing threat. This ongoing exclusion further chills Plaintiffs' protected expression and association.

245) **No Legitimate Justification:** Defendants lacked any legitimate, content-neutral justification for dispersing the assembly in the manner they did. The protest was peaceful and posed no security threat. Even if enforcing the encampment policy was a goal, the protesters had already removed their tents hours earlier and were lawfully present in a public forum.

246) The extreme response at 8:23 p.m. was not a reasonable time, place, or manner regulation – it was an unjustified suppression. Setting the 8:23 p.m. deadline (with little to no notice) was an arbitrary, baseless, unconstitutional act. Moreover, Defendants' use of force and arrests was far from narrowly tailored; it was an outright silencing.

247) The retaliatory use of police force and PNG designations was further condemned by over 300 UB faculty members and formalized through a Faculty Senate resolution. These public responses underscore the absence of any legitimate safety justification and confirm that Plaintiffs' conduct was protected speech under University and SUNY policy.

248) **Injury:** As a proximate result of this First Amendment violation, Plaintiffs suffered damages including physical injury, emotional distress, chilling of their speech, reputational harm (being branded as arrestees), and other financial and non-financial harms (such as missed work or medical expenses for injuries).

249) **Declaratory/Injunctive Relief:** Plaintiffs seek a declaratory judgment that Defendants' actions violated their First Amendment rights. Plaintiffs also seek injunctive relief to prevent Defendants from enforcing any unwritten "sunset dispersal" policy or otherwise engaging in similar mass suppression of protected speech without clear, constitutional guidelines. This includes appropriate training for officers on handling peaceful protests and respecting the rights of demonstrators.

COUNT II – FIRST AMENDMENT (Freedom to Record Public Officials) (42 U.S.C. § 1983) – Retaliation for Observing and Documenting Police Activity (Against All Defendant Officers and Defendants Tripathi and Garcia, Individually)

250) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 249 above as if fully set forth herein.

251) Defendants, including Defendant Satish K. Tripathi, acting under color of state law, violated Plaintiffs' rights to observe and document public officials engaged in their official duties, as protected by the First Amendment to the United States Constitution.

252) Plaintiffs (including Yousef Ahmed, Noor Mohammed and Hannah Krull) were engaged in conduct protected by the First Amendment—namely, observing and documenting police activity at a public protest—when they were arrested and subjected to physical force by law enforcement.

253) At the time of their arrests, Mr. Ahmed, Ms. Mohammed and Ms. Krull were standing peacefully, using their phones to record events unfolding around them. Neither posed a threat, interfered with any investigation, nor engaged in any form of active resistance.

254) Defendant officers explicitly targeted individuals who were filming or speaking out, indicating hostility to Plaintiffs' attempt to document and protest police actions and to exercise their respective rights under the First Amendment.

255) The circumstances of their arrests strongly suggest retaliatory intent. In each of the cases, officers acted immediately after observing the plaintiffs filming or documenting the protest and police response. Mr. Ahmed was chased and assaulted. Ms. Mohammed was tackled and pinned beneath three officers, who removed her religious head covering and berated her. Ms. Krull was tackled face-first into the pavement shortly after raising her phone to film.

256) A UB student journalist was also prevented from recording the protest. When the editor of the UB Spectrum attempted to film the arrests, a Buffalo Police lieutenant pushed him and told him to “get the f—k out of here.” The editor identified himself as media, to which the officer replied, “I don’t care.” This exemplifies Defendants’ intent to suppress public scrutiny and further evidences a pattern of retaliatory enforcement against individuals exercising First Amendment rights to record.

257) Defendants' conduct had the purpose and effect of chilling Plaintiffs' speech, preventing the documentation of police misconduct, and punishing individuals for engaging in public oversight. The conduct was not narrowly tailored to any legitimate law enforcement interest. Retaliatory arrests for documenting police conduct violate clearly established First Amendment law.

258) As a direct and proximate result of Defendants' retaliatory conduct, Plaintiffs Yousef Ahmed, Noor Mohammed, and Hannah Krull suffered physical injuries, emotional distress, chilling of their future protected activity (including documenting public officials and engaging in peaceful protest), and reputational harm. Plaintiffs have incurred and continue to incur damages, including but not limited to pain and suffering, emotional trauma, humiliation, and related economic harms.

259) Plaintiffs seek compensatory damages for the injuries suffered as a result of Defendants' unlawful retaliation. Plaintiffs further seek punitive damages against the individual Defendant Officers to punish and deter future violations of constitutional rights. Plaintiffs also seek declaratory relief stating that Defendants' retaliatory arrests for protected recording activities violated the First Amendment, and injunctive relief to prohibit future retaliation against individuals lawfully observing or recording law enforcement activity.

COUNT III – FOURTH AMENDMENT (42 U.S.C. § 1983) – *Excessive Force*
(Against All Defendant Officers Individually)

260) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 259 above as if fully set forth herein.

261) Defendants, acting under color of state law, used objectively unreasonable and excessive force against each Plaintiff during the course of their seizure (detention/arrest), in violation of the Fourth Amendment's guarantee against unreasonable seizures.

262) All ten Plaintiffs were subjected to physical force grossly disproportionate to the circumstances. None were engaged in violent, threatening, or evasive behavior. Despite this, officers tackled, pinned, zip-tied, or handcuffed each Plaintiff with unnecessary and unreasonable force. Several Plaintiffs here were seated, linking arms, praying, filming, standing peacefully, or retreating when Defendant Officers applied force far beyond what was reasonable or lawful. The use of force against Plaintiffs was not calculated to secure compliance, but to punish and suppress. Plaintiffs suffered documented injuries including sprains, bruises, fractures, concussions, and significant psychological trauma.

263) At the time that force was used, Plaintiffs were non-violent, non-resisting, and most were either seated, prone, or otherwise subdued. No Plaintiff posed an immediate threat to officer safety or others, and none were actively fleeing in a manner that justified violent takedowns (even those who moved were simply trying to leave as ordered).

264) The excessive force included but is not limited to: tackling and throwing Plaintiffs to the ground with great force (e.g., including Yousef Ahmed, Jay and Majd Ayoub, Soliegh Dougherty, Jazmine Frazier, Ibrahim Khatib, Hannah Krull, Noor Mohammed), piling on and kneeling or pressing body weight onto Plaintiffs who were already down, wrenching limbs and over-tightening restraint, and striking sensitive areas

(e.g., heads slammed into doors or ground). Such force was clearly disproportionate to the need, especially considering all Plaintiffs were already surrounded by multiple officers when additional force was applied.

265) The force used on Plaintiffs reflects a systemic failure to distinguish between nonviolent protest and actionable threats. Officers treated passive resistance or peaceful observance as justification for violent takedowns. The repeated use of pile-ons, restraint holds, and aggressive takedowns on compliant individuals shows deliberate disregard for constitutional boundaries.

266) **Injury and Causation:** Plaintiffs suffered significant injuries as detailed above as a direct result of this excessive force. These include bruises, contusions, sprains, cuts, a concussion and other head injuries, arm, shoulders, chest, back and other physical and emotional injuries. The force was a proximate cause of these injuries. Plaintiffs also endured pain and suffering (physical and mental), some of which required medical treatment and ongoing care.

267) **Objective Unreasonableness:** No reasonable officer in any of the Defendants' positions would have believed that the level of force used was lawful under the circumstances.

268) The protest situation was under control (vast police superiority in numbers and equipment), and Plaintiffs were not fighting back or posing threats. The use of impact techniques (tackles, throws) and pile-ons on peaceful arrestees shocks the conscience and violates clearly established Fourth Amendment standards.

269) Indeed, all charges against Plaintiffs were dropped, further underscoring the lack of any underlying justification for force.

270) **Liability:** Each individual Defendant officer who personally used excessive force, or who failed to intervene to stop other officers' excessive force despite a realistic opportunity to do so, is liable under § 1983 for this violation.

271) Each individual Defendant Officer either directly participated in using force or was a supervisory/lead officer who allowed the excessive force to occur (they are liable both for their own actions and for failure to intervene or supervise). The John Doe officers from each agency are similarly liable for direct acts and omissions.

272) **Injury and Relief:** Plaintiffs seek compensatory damages for their physical injuries, pain and suffering, and emotional distress caused by the excessive force.

273) Plaintiffs also seek punitive damages against the individual officers to punish and deter such conduct, as it was willful, malicious, or shown with reckless indifference to Plaintiffs' rights.

COUNT IV – FOURTH AMENDMENT (42 U.S.C. § 1983) – *Unlawful Seizure and False Arrest (Against All Defendant Officers Individually)*

274) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 273 above as if fully set forth herein.

275) Defendants, acting under color of state law, violated Plaintiffs' Fourth Amendment rights by seizing and arresting them without probable cause. At the moment each Plaintiff was arrested, he or she was not committing any crime or offense.

276) Plaintiffs were lawfully present in a public space and engaging in First Amendment activity. While Defendants might claim Plaintiffs failed to disperse, any

such order was unlawfully applied and, in any event, Plaintiffs were given essentially no opportunity to comply before being arrested.

277) Each of the ten Plaintiffs was seized and arrested without probable cause. The dispersal directive issued by police lacked legal clarity, and no individualized notice or opportunity to comply was given. Several Plaintiffs were in the midst of prayer. Others were standing or linking arms and posed no threat. The arrests were not based on any observed unlawful conduct but rather on the presence at a protest that the State sought to shut down.

278) There was no probable cause to charge Plaintiffs with crimes like trespass or loitering (the area was open to the public and many arrestees were UB students on their own campus) or disorderly conduct (their conduct was orderly and peaceful) or resisting arrest (none engaged in active resistance; any perceived non-compliance was due to surprise or physical inability under the circumstances). The arrests were pretextual and baseless, as evidenced by the immediate dismissal of the charges.

279) **Continued Detention and Processing:** Defendants further violated Plaintiffs' rights by continuing to detain, handcuff, and process them even after it should have been clear no crime was committed. Plaintiffs were transported across UB in custody and held for hours before release on appearance tickets. This extended seizure compounded the violation, as it was done to intimidate and punish rather than serve any legitimate law enforcement purpose.

280) **No Qualified Immunity:** No reasonable officer could have believed there was probable cause to arrest these Plaintiffs under the circumstances.

281) The law is clear that citizens have the right to peaceably protest on public property. The encampment policy had been complied with, so no infraction remained. The mere presence of protesters after an arbitrarily imposed deadline, without more, does not create probable cause for disorderly conduct or trespass – especially given that UB’s own statement recognized students’ protest rights. Any dispersal order was not sufficiently conveyed or lawful. Therefore, Defendants are not shielded by qualified immunity for (violently) making arrests expressly to inhibit free expression.

282) **Harm:** Each Plaintiff was subjected to loss of liberty, indignity, and emotional distress by being wrongfully arrested. Some were publicly handcuffed in front of peers and subjected to the stigma of criminal arrest (videos and photos of many Plaintiffs being arrested appeared on social media and news). They also incurred time lost and, in some cases, expenses). These damages were directly caused by Defendants’ unlawful seizures.

283) **Relief:** Plaintiffs seek compensatory damages for the false arrest and imprisonment. They also seek a declaratory judgment that their arrests were unconstitutional. Injunctive relief is warranted to expunge any arrest records or fingerprints taken, overturn PNG status, and to require the involved agencies to implement policies ensuring that peaceful protesters are not arrested without cause in the future. Punitive damages are warranted against individual officers who knowingly violated clearly established law by arresting protesters without justification.

COUNT V – FOURTEENTH AMENDMENT (Equal Protection Clause) (42 U.S.C. § 1983) – *Selective Enforcement and Viewpoint Discrimination (Against All Defendant Officers and Defendants Tripathi and Garcia, Individually)*

Attachment: DOC062325-06232025134245 (COM-2025-67 : Complaint: Ahmed Et Al. Vs Town of Amherst Et Al.)

284) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 283 above as if fully set forth herein.

285) Defendants, including Defendant Satish K. Tripathi, acting under color of state law, denied Plaintiffs the equal protection of the laws as guaranteed by the Fourteenth Amendment to the United States Constitution.

286) Defendants, acting under color of state law, denied Plaintiffs the equal protection of the laws, in that Defendants intentionally and/or irrationally discriminated against Plaintiffs based on their viewpoint, ethnicity, religion, or perceived religion/ethnicity. The police crackdown was not content-neutral: it was aimed at pro-Palestinian demonstrators.

287) Notably, at the same time, at the same location on campus, protestors who expressed an opposing viewpoint to the Plaintiffs (pro-Israel counter-speech) were not subjected to force or arrest – for example, some counter-protesters mocking the demonstration and even shouting insults (“F—k those terrorists”) were left unencumbered by police while the crackdown on the pro-Palestinian protestors was taking place. This constitutes selective enforcement and viewpoint discrimination.

288) Additionally, after the protest, officers patrolled and harassed students near Capen Hall and Knox Hall in a manner that selectively targeted pro-Palestinian students or individuals perceived to be associated with the protest, while leaving others undisturbed. This continued pattern of selective enforcement underscores Defendants’ viewpoint- and identity-based animus.

289) The stark difference in treatment between the largely Muslim and Arab-American protestors and the non-Palestinian counter-protesters raises an inference of

discriminatory intent. Additionally, within the protesters, officers appeared to single out those wearing Islamic attire (hijabs and keffiyeh) for arrests and harsher handling.

290) **Protected Class and Viewpoint:** Many Plaintiffs are of Arab descent and Muslim faith (e.g., Majd and Jay Ayoub are Palestinian-American; Yousef Ahmed, Ibrahim Khatib and Noor Mohammed are Muslim).

291) To the extent Defendants targeted them for who they are (race/ethnicity or religion), strict scrutiny applies. There was no compelling interest or narrow tailoring.

292) Moreover, even absent a formal protected class, targeting individuals for the viewpoint of their speech (advocacy for Palestinian rights) is a form of discrimination that violates equal protection (and First Amendment principles). The police actions effectively imposed a double standard, shutting down a pro-Palestinian protest while permitting others.

293) **Selective Enforcement:** Defendants enforced laws (such as trespass, “loitering,” or disorderly conduct regulations) in a selective manner against Plaintiffs. The decision to declare the assembly unlawful at 8:23 p.m. and arrest everyone was substantially motivated by the subject matter of the protest (pro-Palestine) and by UB’s or law enforcement’s apparent discomfort with that message, especially coming after protests at other campuses. Notably, none of the pro-Israeli counter-protestors were arrested or disturbed.

294) There was no similar enforcement against other student gatherings or protests that were comparable in disruption (indeed, the May, 2024 pro-Palestinian protest did not disrupt campus operations in any way). Defendants plainly engaged in selective enforcement based on content and identity.

295) **Intent and Causation:** Defendant supervisors or policymakers exhibited animus or bias (for example, communications among agencies referring to protesters in derogatory terms, or differential treatment of similarly situated groups). As a direct result of this discriminatory treatment, Plaintiffs suffered the injuries described – physical harm, arrests, chilling of their expression, and mental anguish – all of which are cognizable under § 1983 equal protection claims.

296) **Relief:** Plaintiffs seek damages for the equal protection violation, including compensation for the violation of their dignity and rights. They also seek injunctive relief requiring Defendants to institute non-discriminatory protest policing policies, and training on avoiding bias in enforcement. A declaratory judgment that Defendants' actions constituted impermissible viewpoint and identity-based discrimination is also requested. Punitive damages are appropriate to punish the malicious or reckless disregard of equality shown by certain Defendants.

COUNT VI – FIRST AMENDMENT (Free Exercise Clause) AND FOURTEENTH AMENDMENT (Equal Protection Clause) (42 U.S.C. § 1983) – *Religious Discrimination (Against All Defendant Officers and Defendants Tripathi and Garcia, Individually)*

297) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 296 above as if fully set forth herein.

298) Defendants acting under color of state law, violated Plaintiffs' rights to the free exercise of religion and equal protection of the laws by targeting Muslim plaintiffs for force and arrest during prayer and by visibly singling out Islamic attire.

299) Multiple plaintiffs (Yousef Ahmed, Jay Ayoub, Majd Ayoub, Ibrahim Khatib), were engaged in protected religious exercise — mandatory Islamic evening

prayer — when dozens of officers charged at the demonstrating group and used force against them. Officers disrupted prayer, targeted visibly Muslim plaintiffs, and in Ms. Mohammed's case, intentionally dislodged her hijab and keffiyeh.

300) The timing of the Defendants' dispersal notice and the action of dozens of officers charging the demonstration site coincided with the Muslim sunset prayer, which was being conducted by several of the Plaintiffs and others in the protest group. Several protesters asked for a brief delay in enforcement to complete prayer. Officers refused.

301) Defendants failed to provide any accommodation for religious observance, despite knowing that the protest would include a public prayer by Muslim students. Rather, Defendants chose to target the ongoing Muslim prayer circle through their initial demonstration of force during the peaceful gathering. Their deliberate use of force during and immediately after prayer, and the targeted nature of their actions, demonstrate discriminatory animus and a reckless disregard for Plaintiffs' religious rights.

302) Defendants' refusal to allow plaintiffs to readjust religious garments in custody further aggravated the emotional and dignitary harm flowing from these violations.

303) This conduct demonstrates discriminatory animus or, at a minimum, reckless disregard for Plaintiffs' religious rights. The targeting of prayer participants violated both the Free Exercise Clause of the First Amendment and Equal Protection under the Fourteenth Amendment.

304) As a direct and proximate result of Defendants' discriminatory conduct, Plaintiffs suffered physical injuries, emotional distress, loss of dignity, chilling of their religious expression, and feelings of fear, humiliation, and marginalization based on their

religion and ethnic background. Plaintiffs have incurred damages, including but not limited to pain and suffering, emotional trauma, reputational harm, and associated economic losses.

305) Plaintiffs seek compensatory damages for the injuries suffered as a result of Defendants' religious discrimination, including damages for emotional distress and violation of their First and Fourteenth Amendment rights. Plaintiffs further seek punitive damages against the individual Defendant Officers to deter and punish discriminatory conduct. Plaintiffs also seek declaratory relief that Defendants' actions violated the Free Exercise Clause and Equal Protection Clause, and injunctive relief requiring Defendants to implement policies and training to prevent future discrimination based on religion.

COUNT VII – FOURTEENTH AMENDMENT (Substantive and Procedural Due Process) (42 U.S.C. § 1983) – *Deprivation of Liberty and Arbitrary Abuse of Power (Against All Defendant Officers and Defendants Tripathi and Garcia, Individually)*

306) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 305 above as if fully set forth herein.

307) Defendants, including Defendant Satish K. Tripathi, acting under color of state law, deprived Plaintiffs of liberty and property without due process of law, in violation of the Fourteenth Amendment to the United States Constitution.

308) Defendants, acting under color of state law, deprived Plaintiffs of liberty without due process of law. The manner in which Defendants abruptly declared the peaceful protest an unlawful assembly and immediately effected arrests denied Plaintiffs any fair notice or opportunity to comply, thereby violating procedural due process.

309) Defendants' conduct shocks the conscience and constitutes an arbitrary exercise of government power. Plaintiffs were not only arrested and injured without

cause but were humiliated, restrained, and traumatized in ways that violated human dignity and fundamental fairness.

310) Plaintiff Noor Mohammed's hijab was removed by force while she sobbed in the presence of male officers. Plaintiff Jazmine Frazier was tackled twice and restrained with multiple restraint methods after screaming for air. Plaintiff Jay Ayoub, who suffers from asthma, was pinned while crying out that he could not breathe. These actions were not necessary to effectuate any arrest — they were punitive and excessive.

311) Defendants' refusal to pause for prayer, their verbal taunts, and the repeated use of violent, unnecessary pile-ons of non-resisting individuals — all point to a culture of punitive force that shocks the conscience and violates the substantive protections of the Fourteenth Amendment

312) The rules of engagement shifted arbitrarily and without clear communication – UB rules governing demonstrations allow for events to continue into the night hours. Then, UB put out a press release in minutes before the arrests setting an arbitrary deadline (contravening UB policy) that was never clearly articulated to the protestors. This sudden change and immediate arrest deprived Plaintiffs of a protected liberty interest (their right to continue lawful assembly) without due process.

313) Defendants' ad hoc modification of the University's Assembly Policy on or around May 1, 2024, including the deletion of key terms and online access to the policy, further deprived Plaintiffs of fair notice and the opportunity to conform their conduct to any known standard.

314) Defendants' post-dispersal conduct, including harassment of students near Capen Hall and Knox Hall, further reflects abuse of governmental power disconnected from any lawful process or legitimate interest.

315) The issuance of PNG notices to Plaintiffs without any pre-deprivation hearing or post-deprivation process constitutes a further deprivation of liberty and property interests without due process of law. The PNG designations prevent access to public and educational space and were imposed without any individualized determination or timely recourse, in violation of procedural due process.

316) **Substantive Due Process – Abuse of Power:** Additionally, Defendants' actions shock the conscience and constitute an abuse of executive power that violates substantive due process. The extreme and brutal tactics used against non-violent, non-resisting demonstrators can be seen as so egregious and disproportionate as to violate fundamental principles of justice. While the Fourth Amendment covers specific excessive force and seizure issues (as pled above), to the extent any of the Defendants' conduct falls outside the immediate context of seizure, it still violates Plaintiffs' substantive due process rights.

317) For instance, knocking off a hijab and deliberately humiliating detainees could be viewed as conscience-shocking conduct that is not necessary to any legitimate aim. Similarly, continuing to detain and charge Plaintiffs with baseless offenses to intimidate them goes beyond mere Fourth Amendment seizure into punitive conduct without trial, violating due process.

318) **Property Deprivations:** To the extent that Defendants seized and retained Plaintiffs' personal property (such as phones, signs, or other belongings) as "evidence" or

otherwise, without timely due process (like a hearing or prompt return when charges were dropped), this also violates Plaintiffs' property interests without due process. (For example, several tents, banners, and at least one phone were taken and not immediately returned.)

319) **Resulting Injury:** The due process violations resulted in Plaintiffs being subject to unfair surprise arrests, mistreatment in custody, and deprivation of personal security and dignity. Plaintiffs felt terror and powerlessness as a result of the unbridled actions of Defendants. This has contributed to ongoing emotional harm.

320) **Relief:** Plaintiffs seek appropriate damages for the violation of their due process rights. This includes compensation for the dignitary and emotional harms associated with being subjected to arbitrary government action and any property loss (to be determined). Plaintiffs also seek declaratory relief that Defendants' tactics were unconstitutional under the Fourteenth Amendment. Injunctive measures are requested to ensure clear standards and procedures are in place for handling protest activity by the Municipal Defendants so that community members and students are not again subjected to such arbitrary enforcement or excessive brutality.

COUNT VIII – MUNICIPAL LIABILITY (42 U.S.C. § 1983) – Monell Claim
(Policies, Practices, Customs, Failure to Train and Supervise) (Against All Municipal Defendants)

321) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 320 above as if fully set forth herein.

322) This Cause of Action is asserted solely against the Municipal Defendants: the City of Buffalo, County of Erie, Town of Tonawanda, Town of Cheektowaga, Town

of Amherst, Village of Kenmore, Town of Evans, Town of Orchard Park, and Town of West Seneca.

323) **Monell Liability:** The constitutional violations described herein were not isolated incidents by rogue officers but were the result of policies, practices, and customs adopted and/or ratified by the Municipal Defendants, including the City of Buffalo, County of Erie, and the towns and villages named in this action.

324) The injuries suffered by all ten Plaintiffs were not caused by a coordinated operation reflecting systemic failures in policy, planning, and training. Defendants deployed dozens of officers from the Municipal Defendants and UBPD without clear dispersal protocols, without guidance on accommodating religious observance, and without meaningful supervision on the use of force. The Municipal Defendants each took part in the Mutual Aid Agreement with UB to infringe upon Plaintiffs' civil rights. The UBPD "requested assistance county wide to help disperse" the protest.

325) On May 1, 2024, officers from at least ten different police departments—including Buffalo PD, Amherst PD, Kenmore PD, Tonawanda PD, and Erie County Sheriff's Office—executed a coordinated, violent suppression of a peaceful campus protest without meaningful attempt to de-escalate or provide clear, individualized dispersal instructions.

326) These agencies had a collective presence of dozens of officers on-site and participated in a synchronized tactical response that resulted in excessive force against nonviolent demonstrators, many of whom were kneeling or standing silently at the time of arrest.

327) Plaintiffs were not engaged in violence or disorder. Yet, Defendants employed mass-arrest tactics and excessive force consistent with preexisting customs of suppressing protest speech through intimidation, kettling, and arrests without probable cause.

328) The Municipal Defendants (City of Buffalo, County of Erie, Town of Tonawanda, Town of Cheektowaga, Town of Amherst, Village of Kenmore, Town of Evans, Town of Orchard Park, and Town of West Seneca) are liable under 42 U.S.C. § 1983 because the constitutional violations suffered by Plaintiffs were caused by policies, practices, or customs of these municipal entities, and/or by these entities' failure to train and supervise their officers.

329) Defendants, through their official policies, customs, or practices, and with deliberate indifference to the constitutional rights of individuals, caused the violations of Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments.

330) These policies or customs include, but are not limited to:

- a. Authorizing or condoning the use of excessive force against peaceful protesters;
- b. Failing to provide adequate training and supervision to law enforcement officers regarding constitutional rights and proper crowd control measures;
- c. Implementing or tolerating policies that suppress First Amendment rights of free speech and assembly.

331) Defendant Chief Kimberly Beaty, acting in her capacity as Chief of the University at Buffalo Police Department (UBPD), directed and supervised enforcement

actions during the protest. While UBPD operates under the auspices of the State University of New York and is thus not subject to Monell liability, Plaintiffs allege that supervisory officers from the City of Buffalo Police Department, the Town of Amherst Police Department, and the Town of Tonawanda Police Department were also present and actively involved in enforcement decisions and actions.

332) These supervisory John Doe officers, along with Defendant Officers from their respective departments, acted pursuant to official municipal policies or longstanding customs, including the issuance and enforcement of the curfew order and the refusal to accommodate religious practices. Their actions directly caused the constitutional violations experienced by Plaintiffs, thereby establishing Monell liability for the municipal Defendants.

333) Defendant Wright from the Town of Tonawanda Police Department instructed Tonawanda officers to get “physically involved if necessary for the safety of the public.” Upon information and belief, leadership from the other responding agencies advised their respective officers to arrest individuals who remained present at the demonstration site.

334) Yet-to-be-identified BPD officers can be seen providing instructions and strategy to BPD officers and officers from other agencies. An unidentified BPD officer explains to dozens of officers to “get in line around the arrests” after the initial arrests (including those of Plaintiffs Ibrahim Khatib, Elvi Jo Dougherty, and Soliegh Dougherty).

335) One BPD lieutenant pushed a UB *Spectrum* editor attempting to film the arrests and told him to "get the f—k out of here." When the editor identified himself as media, the officer said, "I don't care."

336) BPD Officers gathered after the arrests and joked that they "lost their chaperone" and celebrated the "linebacker tackle back there" (in reference to the assault on Mr. Ahmed). Defendant Hofschneider remarked to other officers after the crackdowns: "that was fun."

337) Defendants' deliberate indifference to the constitutional rights of Plaintiffs and others similarly situated directly caused the violations and injuries described herein.

338) **Multi-Agency Coordination Policy/Custom:** The events of May 1, 2024 did not occur in a vacuum or by rogue action. They were the product of a coordinated operation among law enforcement agencies.

339) The municipalities involved knew or should have known that multi-agency deployments on college campuses risked constitutional violations absent adequate training, supervision, and clearly articulated crowd management policies. They failed to implement or enforce such policies.

340) UB officials, University police, and each of the named municipalities are parties to a "Mutual Aid Agreement." UB requested the help of the local police agencies in advance of the scheduled demonstration, and those agencies had an agreed-upon plan to respond to the protest. The Municipal Defendants authorized their officers to participate in this operation, which included a plan to arrest demonstrators who had committed no crime to silence their respective First Amendment-protected speech and

conduct. The plan also included an understood tactic of forcibly removing protesters at an arbitrary set time.

341) Further, no written policy supported the 8:23 p.m. curfew. Officers referenced that time without a lawful basis. The entire dispersal operation, including the use of a university shuttle bus to transport detainees, was planned in advance and executed without constitutional safeguards.

342) The supervisors of the Municipal Defendants failed to establish and implement an organized approach for addressing the protestors. Moments after the Defendant Officers began walking towards the protest, officers scattered in various directions, resulting in chaos and over-policing. At 8:23:32, less than 15 seconds after Defendant Offices moved in on the protestors, Defendant Schultz of the BPD shouted, “So much for lines.” At 8:23:42 p.m., Defendant Schultz of the BPD remarked to UBPD officers: “So much for a formation.”

343) Thus, a de facto policy or decision by a final policymaker existed to enforce UB’s encampment prohibition and dispersal order through mass arrest. That decision directly led to the violation of Plaintiffs’ rights. Under *Monell*, this joint decision or policy makes each involved municipality liable for the resulting constitutional harms.

344) **Failure to Train and Supervise:** Alternatively, and additionally, the municipalities are liable because they failed to properly train and supervise officers in handling First Amendment assemblies and engaging in proper crowd control.

345) Despite years of public protest litigation in the Second Circuit, Defendant agencies failed to implement policies or training to prevent the very conduct proscribed

by *Amnesty America*. The absence of such policies here is further evidence of deliberate indifference.

346) The need for specific training on protest management (e.g., respecting First Amendment rights, using clear dispersal orders, avoiding excessive force with passive resisters, and avoiding discriminatory enforcement) was obvious given the frequency of campus demonstrations and nationwide protests. Yet, upon information and belief, the officers from these various departments were not adequately trained to deal with a peaceful protest.

347) The Municipal Defendants failed to instruct officers on how to distinguish between passive protest, prayer, observation, and unlawful conduct. Plaintiffs were tackled while kneeling in prayer, standing silently, filming, or attempting to retreat. These patterns reflect not isolated mistakes, but policies or customs of suppressing protest with disproportionate force.

348) This is evidenced by their resorting to extreme force and mass arrest in a situation calling for patience and negotiation. The municipalities also failed to supervise the officers at the scene: for example, no supervisor intervened to stop the gratuitous violence or to call off the arrests once it was clear that the protesters were complying (by having removed the tents) or that no real threats existed. This lack of oversight was a moving force behind the Plaintiffs' injuries.

349) Following the protest, UBPD and other law enforcement continued to surveil and target Muslim and pro-Palestinian students, including through indefinite campus bans, despite full dismissal of all charges.

350) **Prior Incidents and Condoning of Conduct:** On information and belief, some of the Defendant agencies (particularly the Buffalo Police Department and Erie County Sheriff's Office) have histories of aggressive protest policing and have condoned or ratified excessive force in crowd contexts.

351) This custom of tolerating brutality manifested here. Moreover, after the incident, no municipality disciplined any officer involved in the protest response, and officials (including a UB spokesperson) defended the police actions as necessary. Such post-event ratification signals that the municipalities consider this behavior acceptable – a custom that encourages future violations.

352) **Buffalo Police Department's Unconstitutional Custom, Culture, and Practices:** The conduct of the Buffalo Police Department ("BPD") on May 1, 2024 was not anomalous, nor was it the product of momentary confusion. Rather, the behavior exhibited by BPD officers reflected a deeply ingrained departmental culture that tolerates — and often celebrates — the use of unconstitutional force, humiliation, and verbal abuse against perceived dissenters, particularly those from marginalized backgrounds.

353) BPD officers were captured on body-worn cameras engaging in gleeful mockery, dehumanizing threats, and casual celebration of brutality. These included:

- i) An officer declaring, "I wish I had a K-9... let the dog just f**king run loose," to which another replied, "I think that would have solved a lot of issues" and Defendant Serafini responded "absolutely";
- ii) Forcibly and intentionally dislodging the hijab of a young Muslim woman after violently assaulting her and berating her;

- iii) Fist-bumping after tackling a peaceful student protester, with Defendant Ford bragging about having “played football” with the officer involved;
- iv) Defendant Frascatore laughing and boasting that he “f**king blasted him — he went flying,” referring to Plaintiff Ahmed;
- v) Defendant Hofschneider stating, “That was fun” after the raid concluded;
- vi) Multiple officers joking that protesters had planted an “IED” in a food pile, while laughing;
- vii) Officers referring to students as “Antifa” and telling uninvolved students to “go home” because “you can’t act like adults”;
- viii) BPD officers taunting a young man by yelling, “write that down so you can tell your dad... daddy, daddy, the cops...” while laughing;
- ix) A BPD lieutenant pushing a student journalist and shouting “get the f**k out of here,” then saying “I don’t care” when told he was press.

354) These remarks, and the violent conduct they accompanied, cannot be dismissed as isolated lapses. These are the customs and practices of the BPD. The conduct reflects a departmental culture in which violence against peaceful demonstrators is normalized, humiliation is encouraged, and expressive or dissenting speech is met with contempt. These actions were not reprimanded by supervisors on site; they were endorsed, echoed, and shared in celebration by numerous large groupings of officers.

355) Upon information and belief, this conduct is consistent with a long-standing custom within BPD of using excessive force in protest and crowd contexts, retaliating against expressive conduct, and failing to discipline officers who commit obvious civil rights violations. BPD’s role in suppressing the May 1 protest —

particularly through coordinated violence, dehumanizing rhetoric, and discriminatory enforcement — provides direct evidence of an unconstitutional municipal policy or custom under *Monell v. Department of Social Services*, 436 U.S. 658 (1978).

356) The absence of any disciplinary action or public repudiation of this conduct by City of Buffalo officials further demonstrates that the municipality has ratified this culture. BPD's actions were not aberrations — they were predictable outcomes of a department operating without accountability or respect for constitutional norms.

357) Accordingly, the City of Buffalo is liable under 42 U.S.C. § 1983 for maintaining a policy, practice, or custom of permitting its officers to engage in excessive force, discriminatory enforcement, retaliatory arrests, and unconstitutional protest suppression.

358) **Monell Causation:** Defendants' use of force and mass arrest tactics was not a good-faith response to safety concerns. It was a predictable and preventable consequence of the municipalities' failure to train their officers on First Amendment rights, non-discriminatory enforcement, and safe crowd dispersal practices.

359) The actions each agency engaged in were neither random nor arbitrary but part of a uniform and concerted policy which represented a coordinated effort by these institutions and their members to violate Plaintiffs' constitutional rights by suppressing their peaceful demonstration and causing them to suffer for exercising these rights.

360) The above policies, customs, and failures were the moving force behind the constitutional violations alleged herein. For instance, had the officers been properly

trained on First Amendment rights, they would not have attacked peaceful protesters in prayer.

361) If a better dispersal protocol (policy) existed, the arbitrary and sudden arrests would not have happened. If supervision had been adequate, excessive force could have been halted. Therefore, the Municipal Defendants are directly liable under *Monell* for the damages to Plaintiffs.

362) **New York Municipalities and State Law:** This paragraph serves notice that for the state law claims below, the municipal entities are vicariously liable for the torts of their employees under respondeat superior, and also directly liable where a municipality's own negligence is alleged. However, for the federal §1983 claims, liability is pursuant to *Monell* as described, not vicarious liability.

363) **Relief for Monell Claim:** Plaintiffs seek declaratory relief that the involved municipal policies/customs were unconstitutional. They seek injunctive relief requiring municipalities to implement appropriate policies and training for handling protest activity (including proper use-of-force policies for crowd scenarios and non-discriminatory enforcement guidelines). Plaintiffs also seek to recover compensatory damages from the Municipal Defendants for the injuries caused by their unconstitutional policies and customs.

COUNT IX – NEW YORK CONSTITUTION, ARTICLE I, §§ 8 AND 9 – *Freedom of Speech, Assembly, and Petition (Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants)*

364) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 363 above as if fully set forth herein.

365) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities and against the Municipal Defendants on a theory of vicarious liability pursuant to the doctrine of respondeat superior.

366) Article I, § 8 of the New York Constitution guarantees every citizen the right to freely speak, write, and publish their sentiments (free speech), and § 9 guarantees the right to assemble for the common good and to petition the government.

367) These provisions are at least co-extensive with, and in some respects broader than, the First Amendment.

368) Defendants violated these state constitutional rights of Plaintiffs through the same actions described: violently suppressing Plaintiffs' peaceful expression and assembly at the May 1, 2024 protest.

369) The chilling effect of UB's response is further demonstrated by formal condemnation from over 300 faculty members, including the Faculty Senate and Law School faculty, who found that UB's conduct violated protected speech and assembly rights under both SUNY policy and New York law.

370) The University's PNG actions further violated Plaintiffs' rights to speak and assemble under the New York Constitution by excluding them from campus and community space as punishment for prior expression. These restrictions continue to burden Plaintiffs' expressive rights long after the dismissal of all charges.

371) **Direct Constitutional Claim:** New York law permits a plaintiff to seek a remedy for state constitutional violations when those rights are infringed by government officials.

372) Here, no alternative remedy (such as 42 U.S.C. § 1983, which does not cover state law rights) fully vindicates the harm to Plaintiffs' state constitutional rights, so a direct action under the New York Constitution is proper.

373) **Violation of Free Speech and Assembly:** Defendants' actions (mass arrest and forceful dispersal) restrained and abridged Plaintiffs' speech and assembly in violation of Article I §§ 8 and 9. Plaintiffs were prevented from continuing their demonstration and from observing/recording the police.

374) The rights under the NY Constitution are at least as protective as the federal ones, and notably New York's free speech protections can be more robust. Defendants' conduct would fail under any level of scrutiny – it was not justified by any sufficient government interest and was not a reasonable restriction.

375) **State Constitutional Petition Clause:** Article I, § 9 also protects the right to petition the government for redress of grievances (similar to the First Amendment Petition Clause). Plaintiffs, by protesting university policies and governmental action in Palestine, were effectively petitioning authorities for redress. Defendants' suppression of that effort violates the state petition right as well.

376) **Damages:** Plaintiffs suffered the same injuries (physical, emotional, etc.) as described previously, which also constitute damages for this claim. Under New York law, Plaintiffs seek **compensation for the violation of their state constitutional rights**, including emotional distress damages. Plaintiffs seek punitive damages for the willful violations of their constitutional rights.

377) **Equitable Relief:** Plaintiffs also seek declaratory relief that Defendants violated their rights under Article I §§ 8 and 9, and injunctive relief to prevent future

infringements (for example, an order requiring agencies to permit reasonable protest activity on campus and to not enforce policies like the encampment ban in a manner that violates these rights).

COUNT X – NEW YORK CONSTITUTION, ARTICLE I, § 11 – *Equal Protection (Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants)*

378) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 377 above as if fully set forth herein.

379) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities and against the Municipal Defendants on a theory of vicarious liability pursuant to the doctrine of respondeat superior.

380) Article I, § 11 of the NY Constitution provides that no person shall be denied the equal protection of the laws. This mirrors the Fourteenth Amendment's Equal Protection Clause and also prohibits discrimination in civil rights on account of religion, race, or ethnicity.

381) Defendants' disparate treatment of Plaintiffs – due to their perceived religion (Muslim), ethnicity (Arab/Palestinian), and viewpoint (pro-Palestine) – violated this state constitutional guarantee.

382) **Religious and Ancestry Discrimination:** Section 11 explicitly forbids discrimination based on religion or race in civil rights. By targeting Muslim students praying (not allowing them to finish a short prayer) and by violently removing a religious head covering, Defendants infringed Plaintiffs' civil rights in a discriminatory manner. The intentional knocking off of religious clothing and the aggressive targeting of those of

Middle Eastern descent are evidence of religious/ancestry discrimination. This is actionable under the state constitution.

383) **Viewpoint Discrimination:** While viewpoint is not enumerated in § 11, discrimination against Plaintiffs' political viewpoint (advocacy for Palestinian rights) can be addressed under the equal protection principle as well. New York courts interpret the state's equal protection in line with federal standards. Defendants had no lawful justification to single out Plaintiffs for adverse treatment based on who they were or what they were saying.

384) **Remedies:** Plaintiffs seek damages for the violation of Article I § 11, including for humiliation, emotional suffering, and other injuries stemming from being treated in a discriminatory fashion. They also seek declaratory relief that the Defendants' conduct was discriminatory and unlawful. Injunctive relief is appropriate to mandate policy changes ensuring equal treatment of demonstrators regardless of viewpoint, religion, or ethnicity – for instance, training officers that they must not target individuals based on attire like hijabs or based on the content of their protest.

COUNT XI – ASSAULT AND BATTERY (New York Common Law) *(Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants)*

385) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 384 above as if fully set forth herein.

386) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities and against the Municipal Defendants on a theory of vicarious liability pursuant to the doctrine of respondeat superior.

387) The actions of Defendants in violently confronting Plaintiffs constitute assault and battery under New York law. Each individual Defendant who participated in the use of force intended to cause, and did cause, harmful or offensive contact with Plaintiffs, without consent or justification.

388) Battery is the intentional physical contact that is harmful/offensive; here, examples include tackling, striking, and handcuffing Plaintiffs with excessive tightness, all done intentionally.

389) Assault is placing someone in imminent fear of such contact; many Plaintiffs saw officers rushing at them (often with batons or arms raised) and feared immediate harm just before being tackled – that satisfies assault (and even if they didn't see it coming, the battery was consummated regardless).

390) **Lack of Privilege:** These uses of force were not privileged or justified by law. Plaintiffs were not committing crimes, and even if officers claimed to be effecting an arrest, they used unreasonable and unnecessary force beyond what would be needed to detain a compliant protester. Therefore, the usual privilege for police to use force in an arrest does not apply or was grossly exceeded.

391) **Injuries:** Plaintiffs suffered physical injuries (bruises, cuts, sprains, etc.) and pain as a result of battery. They also suffered emotional trauma (which can be recovered in battery if it flows from the physical impact). Each instance of offensive contact by Defendants caused some injury, even if transient (e.g., pain from zip-ties).

392) **Individual and Vicarious Liability:** The individual officers who directly made physical contact (including the officers detailed and referred to in the "PLAINTIFF-SPECIFIC ALLEGATIONS" section) are liable for battery and assault.

Additionally, under respondeat superior, the Municipal Defendants (City of Buffalo, County of Erie, etc.) are vicariously liable for the assault and battery committed by their employees in the scope of their employment (the officers were on duty and performing police functions, albeit unlawfully, so the cities/counties can be held liable for their torts).

393) **Damages:** Plaintiffs seek compensatory damages for pain, suffering, medical expenses, and emotional distress resulting from the assaults and batteries. Given the egregiousness of the conduct, Plaintiffs also seek punitive damages to punish and deter the malicious use of force.

COUNT XII – FALSE ARREST AND FALSE IMPRISONMENT (N.Y. Common Law) *(Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants)*

394) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 393 above as if fully set forth herein.

395) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities and against the Municipal Defendants on a theory of vicarious liability pursuant to the doctrine of respondeat superior.

396) **False Arrest/Imprisonment:** Defendants intentionally confined Plaintiffs without their consent and without lawful justification, constituting false arrest and imprisonment under New York law. Plaintiffs were conscious of the confinement (being held by police, handcuffed, taken into custody) and did not consent to it. The confinement was not privileged because, as detailed, the officers lacked probable cause or any warrant to arrest Plaintiffs.

397) **Lack of Probable Cause:** At the time of the Plaintiffs' arrests, no reasonable officer would have believed probable cause existed for any crime. Plaintiffs

were not disorderly (they were peaceably assembled), were not trespassing or loitering (students and public allowed on campus grounds, and they complied with orders to remove tents), and were not given fair warning that remaining would be deemed unlawful. In fact, the dismissal of all charges is prima facie evidence of a lack of probable cause (and eliminates any argument that a crime was committed).

398) **Duration of Confinement:** Plaintiffs were held for a significant period and transported in restraints, further aggravating the tortious conduct. Each Plaintiff was detained from the moment of arrest until release. All such confinement was unlawful.

399) **Liability:** The officers who directly detained and arrested Plaintiffs are liable for false arrest. The municipalities are vicariously liable under respondeat superior for their officers' tortious arrests.

400) **Damages:** Plaintiffs suffered damages including deprivation of liberty, emotional distress (fear, humiliation of being arrested), and physical consequences of the confinement (injuries from tight cuffs, etc.). They seek compensatory damages for these harms. They also seek punitive damages against Defendants given the intentional and reckless nature of the arrests (made knowing no cause, to suppress rights).

COUNT XIII – ABUSE OF PROCESS (N.Y. Common Law) (*Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants*)

401) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 400 above as if fully set forth herein.

402) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities and against the Municipal Defendants on a theory of vicarious liability pursuant to the doctrine of respondeat superior.

403) Defendants misused legal process after initiating Plaintiffs' arrests, in that they employed the charging process and detention of Plaintiffs to achieve an improper purpose – namely, to retaliate against and silence Plaintiffs' activism and to intimidate them and others, rather than to bring Plaintiffs to justice for actual crimes.

404) **Issued Process:** Defendants caused criminal process to issue against Plaintiffs in the form of appearance tickets and initiating charges (trespass, loitering, disorderly conduct, etc.). This is “process” for abuse of process purposes.

405) **Improper Objective:** The objective of issuing those charges was not to adjudicate an alleged violation of law (since Defendants knew the charges were meritless and would be dropped).

406) Instead, the process was used to punish Plaintiffs extra-judicially: by making them undergo arrest and the stresses of pending charges, to deter them from future protests, and to chill others. It was also possibly used to justify the extreme police actions (“cover” for the excessive force by accusing protesters of resisting or being disorderly). This is an improper, ulterior purpose. Statements by officers at the scene (such as the vitriol used) show an intent to harm and suppress, not a good-faith law enforcement motive.

407) **Malice and Harm:** Defendants acted with malice (actual or implied), meaning they had a wrongful motive in using the process. Plaintiffs suffered harm: they had to deal with the stress of legal proceedings and suffered reputational harm. The abuse of process also exacerbated their emotional distress by prolonging the ordeal.

408) After process issued, Defendants continued to use the criminal justice system to pursue improper objectives, including justifying prior excessive force,

intimidating Plaintiffs and their communities, and deterring future protest activity. Plaintiffs were subjected to ongoing court involvement and burdensome legal process not for legitimate adjudication, but to suppress their protected expression and retaliate against their participation in the protest.

409) **Liability:** The officers who arrested Plaintiffs and filed charges (or provided information for charges) are directly liable for abuse of process. The municipal employers are vicariously liable as well, since the abuse was done in the scope of the officers' employment (during and after the arrest incident).

410) **Damages:** Plaintiffs seek compensatory damages for abuse of process, including mental anguish and any tangible losses from criminal charges. They also seek punitive damages against Defendants to sanction the willful misuse of the justice system for retaliation.

COUNT XIV – NEGLIGENCE/GROSS NEGLIGENCE (N.Y. Common Law)
(Against All Defendant Officers Individually and Vicariously and Directly Against All Municipal Defendants)

411) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 410 above as if fully set forth herein.

412) This Cause of Action is asserted directly against the individual Defendant Officers in their individual capacities for their negligent and/or grossly negligent acts and omissions, and against the Municipal Defendants — City of Buffalo, County of Erie, Town of Tonawanda, Town of Cheektowaga, Town of Amherst, Village of Kenmore, Town of Evans, Town of Orchard Park, and Town of West Seneca — both vicariously, under the doctrine of respondeat superior, and directly, for their own negligence in hiring, training, supervising, planning, and executing the protest response.

413) In the alternative to any intentional tort liability (or in addition, to the extent some conduct was reckless or negligent), Defendants owed Plaintiffs a duty of care to conduct their law enforcement activities in a reasonably safe and prudent manner so as not to cause unnecessary injury.

414) Defendants breached this duty through carelessness, recklessness, and negligence in planning and executing the protest response. This includes negligently formulating an overly aggressive plan, negligently failing to communicate orders clearly (leading to confusion), and negligently using dangerous tactics (such as uncoordinated takedowns in a crowd which a reasonably prudent police force would know could cause injury).

415) It also includes negligent failure to properly screen the participating officers for readiness or temperament to deal with student protesters, and failure to have medical support promptly available for those injured.

416) **Injuries Foreseeable:** It was entirely foreseeable that sending dozens of officers to rush the demonstration would cause injuries. It was foreseeable that using zip-ties without proper technique would cause wrist injuries. Defendants had a duty to avoid these foreseeable harms.

417) Instead, their actions fell below any reasonable standard of care for a law enforcement operation. The level of force used was reckless.

418) **Causation:** Defendants' negligent acts and omissions directly and proximately caused Plaintiffs' injuries. For example, had Defendants refused to enforce the unconstitutional curfew and/or taken reasonable care to allow a peaceful dispersal (like giving clear warnings and time), Plaintiffs would not have been hurt.

419) Had Defendants not tackled people in a hazardous manner, the physical injuries would have been avoided. Each injury described is traceable to some lapse in ordinary care by the officers and their superiors.

420) **Gross Negligence:** Moreover, Defendants' conduct constituted gross negligence – through a reckless disregard for the safety of others. The manner of the police charge demonstrated a substantial lack of concern for whether protesters would be grievously injured. This qualifies as gross negligence under New York law.

421) **Liability:** The individual officers are liable for negligence to the extent their actions were not intentional but were carried out in a thoughtlessly unsafe way. The municipalities are vicariously liable for their employees' negligence under respondeat superior. Additionally, to the extent that planning failures (at a command level) contributed, the municipalities are directly liable for that negligence through their policymakers.

422) **Damages:** Plaintiffs incorporate the injuries previously described as damages here. They seek recovery for all physical and emotional harm caused by the Defendants' negligence. Plaintiffs also seek punitive damages given the gross negligence/recklessness exhibited.

COUNT XV – NEGLIGENT HIRING, TRAINING, AND SUPERVISION (N.Y. Common Law) (*Against All Municipal Defendants*)

423) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 422 above as if fully set forth herein.

424) This Cause of Action is asserted solely against the Municipal Defendants for their direct negligence in hiring, training, and supervising officers involved in the May 1, 2024 protest response.

425) The Municipal Defendants had a duty to employ and retain only those police officers who were fit and competent to perform their duties without endangering the public, and to train and supervise those officers adequately.

426) The municipalities breached this duty by hiring or retaining officers who were unfit (due to propensity for violence or bias), by failing to train them in constitutional protest response and proper use of force, and by failing to supervise and discipline them in the field.

427) This cause of action is based on information and belief that, for example, some officers present had prior complaints of excessive force or misconduct that were ignored – thereby negligently retaining officers likely to violate rights.

428) Additionally, the lack of training was evident; for instance, officers failed to follow basic crowd control best practices (like having a clear leader giving commands, using gradual escalation, or targeting actual instigators rather than indiscriminately arresting).

429) **Causation:** These training and supervision failures were a substantial factor in causing Plaintiffs' injuries. An adequately trained force would not have acted as this one did. Proper supervision (on-site commanders reining in overly aggressive subordinates, or proper briefing beforehand) would have prevented the rights violations. The presence of numerous different agencies suggests that no single chain of command exercised tight control, a supervisory failure.

430) **Notice:** Municipal Defendants knew or should have known of the need for better training and of the risk of their officers' misconduct. The events at Columbia University the day before this protest (where hundreds were arrested) were a clear indicator that handling these protests required care, yet, Defendants seemingly went in with a militarized approach without ensuring restraint. That, coupled with any past incidents of abuse by these departments, put the municipalities on notice of potential issues. Their failure to act on that notice amounts to negligence.

431) **Liability:** To the extent any Defendant officers may be found to have been acting outside the proper scope of their duties by engaging in egregious misconduct, the municipalities are alternatively liable for negligently failing to prevent such misconduct by not properly screening or controlling those officers.

432) **Damages:** Plaintiffs seek damages against the Municipal Defendants for the injuries caused by negligent hiring/training/supervision. Plaintiffs have incurred pain, suffering, medical costs, and other damages due to the incompetence or unchecked misconduct of the officers – something that proper municipal care could have averted.

COUNT XVI – Violation of New York Civil Rights Law § 40-c (Discrimination Based on Religion, Ethnicity, and Political Viewpoint) (N.Y. Common Law) (*Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants*)

433) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 432 as if fully set forth herein.

434) New York Civil Rights Law § 40-c provides that no person shall, because of race, creed, color, national origin, sex, disability, marital status, or sexual orientation, be subjected to any discrimination in their civil rights by any other person or by any firm, corporation, or institution.

435) Defendants, including the Defendant Officers acting under color of law and within the scope of their employment, discriminated against Plaintiffs on the basis of religion (Islam), ethnicity (Arab or Palestinian descent), and/or perceived political viewpoint (support for Palestinian rights) during the peaceful protest at the University at Buffalo on May 1, 2024.

436) This discrimination included, but was not limited to:

- a. Targeting Muslim students engaged in Maghrib prayer for arrest;
- b. Forcibly dislodging religious garments, including hijabs;
- c. Selectively enforcing dispersal orders against Plaintiffs based on their religious, ethnic, or political identity;
- d. Failing to accommodate ongoing religious observances; and
- e. Permitting counter-protesters of different viewpoints to continue assembling unimpeded.

437) Defendants' conduct unlawfully deprived Plaintiffs of their civil rights and subjected them to discrimination in violation of New York Civil Rights Law § 40-c.

438) The discriminatory conduct described above directly interfered with and deprived Plaintiffs of specific civil rights guaranteed under the New York State Constitution and the U.S. Constitution, including their rights to free speech, assembly, religious exercise, and due process of law, in violation of New York Civil Rights Law § 40-c.

439) As a direct and proximate result of Defendants' unlawful discrimination, Plaintiffs suffered physical injuries, emotional distress, humiliation, loss of liberty,

reputational harm, and economic damages, including medical expenses, missed work, and educational disruption.

440) Pursuant to New York Civil Rights Law § 40-d, Plaintiffs are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in vindicating their rights.

441) Plaintiffs seek compensatory damages against all Defendants, punitive damages against the individual Defendants, and such other and further relief as the Court deems just and proper.

COUNT XVII – Violation of New York Civil Rights Law § 79-n (Harassment and Intimidation Based on Religion and Ethnicity) (N.Y. Common Law) *(Against All Defendant Officers Individually and Vicariously Against All Municipal Defendants)*

442) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 441 as if fully set forth herein.

443) New York Civil Rights Law § 79-n prohibits any person from intentionally harassing, intimidating, threatening, or otherwise depriving any individual of their civil rights because of race, color, national origin, ancestry, gender, religion, religious practice, age, disability, or sexual orientation.

444) Defendants, including the Defendant Officers acting under color of state law and within the scope of their employment, intentionally harassed, intimidated, and deprived Plaintiffs of their civil rights based on their religion (Islam), religious practices (prayer and observance), and/or ethnicity and ancestry (Arab and Palestinian descent).

445) Defendants' discriminatory conduct included, but was not limited to:

- a. Targeting Muslim students engaged in Maghrib prayer for physical arrest and removal;

- b. Forcibly dislodging religious garments, including hijabs;
- c. Refusing to accommodate visible, peaceful religious observances;
- d. Using intimidation, physical restraint, and public humiliation selectively against Muslim and Arab/Palestinian-American students; and
- e. Allowing similarly situated counter-protesters of other viewpoints to remain undisturbed.

446) Defendants' acts were intentional and carried out with discriminatory animus and without lawful justification.

447) As a direct and proximate result of Defendants' violation of New York Civil Rights Law § 79-n, Plaintiffs suffered physical injuries, emotional distress, humiliation, economic harm, reputational harm, and other consequential damages.

448) Pursuant to New York Civil Rights Law § 79-n(2), Plaintiffs are entitled to recover compensatory damages, punitive damages against the individual Defendants, and reasonable attorneys' fees and costs.

449) Plaintiffs seek all appropriate relief, including compensatory damages, punitive damages, attorneys' fees under New York Civil Rights Law § 79-n(2), and such other and further relief as the Court may deem just and proper.

COUNT XVIII – FOURTH AMENDMENT (Seizure) AND FOURTEENTH AMENDMENT (Due Process) (42 U.S.C. § 1983) – MALICIOUS PROSECUTION
(As to Plaintiffs Jazmine Frazier and Jay Ayoub Against All Defendant Officers and Defendants Tripathi and Garcia Individually)

450) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 449 as if fully set forth herein.

451) Defendants, acting under color of state law, initiated and maintained criminal proceedings against Plaintiffs Frazier and Ayoub arising from their arrests on May 1, 2024, without probable cause and with malice.

452) After the initial charges against Plaintiffs Frazier were dismissed, Defendants' agents and employees recommenced criminal proceedings against them without any new evidence or lawful basis, subjecting them to additional deprivations of liberty, emotional distress, and reputational harm.

453) Defendants acted with malice, intending to punish and retaliate against Plaintiffs Frazier and Ayoub for their exercise of constitutional rights.

454) On August 14, 2024, Amherst Town Justice Kara Buscaglia dismissed all charges against Plaintiff Frazier. One week later, beginning on or about August 21, 2024, Defendant Officers began efforts to arrest Plaintiff Frazier based on Defendant Erie County re-filing the previously dismissed charges against Plaintiff Frazier. Despite knowledge of the identity of Plaintiff Frazier's criminal attorney, Defendants (including Erie County and UBPD Defendants) participated in a harassment campaign against Plaintiff Frazier. Plaintiff Frazier's criminal attorney later produced her for additional charges.

455) The renewed criminal charges against Plaintiff Frazier were ultimately dismissed in their favor in late February 2025.

456) Defendants baselessly and maliciously continued the prosecution against Claimant Ayoub through mid-September 2024. Then, the charges were dismissed in Amherst Town Court.

457) As a result of the renewed criminal proceedings, Plaintiffs Frazier and Ayoub were required to appear in court, remained under the control of the criminal justice system, and continued to experience legal, reputational, and emotional burdens. These government-imposed restrictions on their liberty constitute a seizure within the meaning of the Fourth Amendment.

458) As a direct and proximate result of Defendants' malicious prosecution, Plaintiffs Frazier and Ayoub suffered damages including deprivation of liberty, emotional trauma, reputational harm, and related economic and non-economic injuries.

459) Defendants are liable under 42 U.S.C. § 1983 for malicious prosecution in violation of the Fourth and Fourteenth Amendments.

460) Plaintiffs Frazier and Ayoub seek compensatory and punitive damages, as well as declaratory and injunctive relief.

COUNT XIX – MALICIOUS PROSECUTION (New York Common Law) *(As to Plaintiffs Jazmine Frazier and Jay Ayoub Against All Defendant Officers and Defendants Tripathi and Garcia Individually)*

461) Plaintiffs reallege and incorporate by reference Paragraphs 1 through 460 as if fully set forth herein.

462) Defendants commenced and continued criminal proceedings against Plaintiffs Frazier and Ayoub without probable cause and with actual malice.

463) The criminal proceedings against Plaintiffs Frazier and Ayoub were terminated in their favor by dismissal.

464) As a result, Plaintiffs Frazier and Ayoub suffered deprivations of liberty, emotional distress, reputational harm, and other damages.

465) Defendants are liable for the tort of malicious prosecution under New York law, and the Municipal Defendants are vicariously liable under the doctrine of respondeat superior.

466) Plaintiffs Frazier and Ayoub seek compensatory and punitive damages, and such other relief as the Court may deem just and proper.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in their favor and against the appropriate Defendants, including Defendant Satish K. Tripathi in both his individual and official capacities as appropriate, as specified below, and award the following relief:

- A. Compensatory damages in an amount to be determined at trial for physical injuries, emotional distress, humiliation, loss of liberty, and reputational harm, and other direct and consequential damages suffered by each of the Plaintiffs as a result of Defendants' unlawful conduct;
- B. Punitive damages against the individual Defendant Officers, Defendant Tripathi, and Defendant Garcia to punish their willful, malicious, or reckless disregard of Plaintiffs' rights and to deter such conduct in the future;
- C. A declaratory judgment that the conduct of Defendants on May 1, 2024, violated Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution and analogous provisions of the New York State Constitution;
- D. A permanent injunction restraining the individual Defendants, including Defendant Tripathi, in their official capacities and the Municipal Defendants from:
 - Enforcing dispersal orders without lawful basis or individualized warnings;
 - Using force against individuals engaged in religious observance, peaceful protest, or documentation of public events;
 - Retaliating or discriminating against individuals based on viewpoint, religion, ethnicity or perceived political affiliation;

- E. An order directing the appropriate University at Buffalo officials and Municipal Defendants to take all necessary steps to clear Plaintiffs' academic records and disciplinary files of any protest-related restrictions, charges, sanctions, or bans, including:
- Rescinding any campus bans or persona non grata designations issued to Plaintiffs;
 - Vacating all protest-related referrals, holds, or citations reflected in university systems;
 - Publicly acknowledging that Plaintiffs' protest activity was constitutionally protected;
- F. An order directing all Municipal Defendants to expunge any arrest records of the Plaintiffs arising from the events of May 1, 2024, and prohibiting any future retaliation against Plaintiffs in connection with this lawsuit or their protected activism;
- G. An order directing the Municipal Defendants, and the appropriate University at Buffalo officials acting in their official capacities, to implement and publicly disseminate revised protest response protocols, including:
- Training on First Amendment rights and religious accommodations;
 - Policies limiting use of force at nonviolent demonstrations;
 - Mechanisms for civilian oversight of protest-related misconduct;
- H. Attorneys' fees and costs pursuant to 42 U.S.C. § 1988, New York Civil Rights Law §§ 40-d and 79-n(2) and all applicable state law;
- I. Pre- and post-judgment interest as permitted by law; and
- J. Such other and further relief as this Court deems just and proper, including any necessary or appropriate remedies to ensure Plaintiffs are made whole and that constitutional rights are protected on the University at Buffalo campus and within the jurisdiction in the future.

JURY TRIAL DEMANDED

Plaintiffs hereby demand a trial by jury on all issues so triable.

LIPSITZ GREEN SCIME CAMBRIA LLP

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Attachment: DOC062325-06232025134245 (COM-2025-67 : Complaint: Ahmed Et Al. Vs Town of Amherst Et Al.)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 07/07/25 03:00 PM
Department: Town Clerk
DOC ID: 30601

15.3

COMMUNICATION 2025-68

REFERRED

Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst

7/7/2025

A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

Danielle E. Kopcho

Amherst, NY 14221

Today's date: June 20, 2025

Damage caused by the town was at 55 Blossom Heath Road, Amherst NY 14221

Town of Amherst

Attention: Town Clerk

5583 Main Street

Amherst, New York 14221

To Whom it May Concern:

The Town of Amherst completed a road/drainage project on Blossom Heath Road, Amherst, NY 14221 in October 2023. This project took over a year to complete and they dug up from the sidewalk and the whole street. The project was completed in stages. I was not aware of any damage caused by the project until June 9, 2025, because the damage was underground.

On May 11, 2025, I noticed some water coming up from a drain in the middle of my driveway. The damage happened at 55 Blossom Heath Road, Amherst, NY 14221. I called Roto-Rooter, and they ended up getting a Jetter hose stuck in my drain going into the road. They said that I would need to pay \$8,200 to dig up the bottom of my driveway to remove the hose to further diagnose my issue. I informed them that I wanted a second opinion, and they cut the hose stuck in my drain and left. I called the Town of Amherst Highway Department to see if they would be responsible since it was under the road. They came out on May 16, 2025, and they said I would be responsible for the lateral sewer line into the road. One of the town employees (I believe his name was Glen) that came out to help that day informed me that I most likely had damage in my crawl space because it was the lowest spot. When we opened my crawl space I had a ton of sewer water. I was shocked because I never knew I had any water in my crawl space.

I was looking for second opinions and found a plumber that thought he would be able to remove the Jetter hose without excavation so we could diagnose my issue with my sewer

drain. Unfortunately, he was unable to remove the Jetter hose and said excavation was the only option. I called multiple plumbing companies, and nobody could diagnosis the issue with the Jetter hose stuck in my drain without excavation.

I ended up signing a contract with RIC Plumbing to have my driveway excavated and new sewer pipes installed. They were unable to complete the repairs until June 9, 2025. Upon excavation, Scott from RIC Plumbing noticed that the town damaged my sewer line at the road from the drainage project that was completed at 55 Blossom Heath in October 2023. I have pictures to show the damage. They stated that the Town of Amherst Permit Inspector also recognized the damage caused by the town.

I contacted the Town of Amherst Highway Department and Engineering Department. The Amherst Highway Department came out on June 14, 2025, and June 16, 2025, to my house at 55 Blossom Heath because I ended up getting a sinkhole in the spot where the town caused damage to my line after the sewer was repaired. They have informed me that they will fix the sinkhole and repair the concrete slab at the bottom of my driveway that was also damaged. I inquired about presenting a claim for my other damages. They informed me that I needed to come in person to submit an incident report which I completed on June 17, 2025.

I have enclosed copies of some of the receipts from the damage that I have paid for so far:

Roto-Rooter \$1,087.50

Jeffrey's Plumbing \$1,010.25

RIC Plumbing for the excavation and new sewer line: \$8,100

Sump pump and hose to remove the sewage water that was in my crawl space \$162.02

Please let me know if you have any additional questions.

Sincerely,

Danielle E. Kopcho

STEPHANIE ANN WINSPEAR
 NOTARY PUBLIC STATE OF NEW YORK
 NIAGARA COUNTY
 LIC. #01WI6402642
 COMM. EXP. 01/06/2028