



TOWN BOARD AGENDA

2026
Organizational
Meeting

January 12, 2026

The Town Board Organizational meeting will be held in the West Seneca Court Room at 6:00 PM.

SUPERVISOR CALL TO ORDER

1. Pledge of Allegiance
2. Fire Safety Notification
3. Roll Call

NEW BUSINESS

1. COMMUNICATIONS TO BE VOTED ON

1. Organizational Meeting agenda items

ADJOURNMENT



TO: Honorable Town Board
FROM: Gary Dickson, Supervisor
DATE: January 12, 2026
SUBJECT: Organizational Meeting agenda items

Requested Action: Motions for Reorganizational items for approval

RESOLUTION:

ATTACHMENTS:

1. Reorg meeting agenda 2026
2. 2026 General Engineering Services Agreement
3. Grant Writer Agreement 2026

2026 Reorganizational Meeting

1. Motion by _____, seconded by _____, that Chris Trapp be appointed as Town Attorney for a two-year term as set by Town Law Section 24 at an annual salary of \$77,063.00 effective January 1, 2026.
2. Motion by _____, seconded by _____, that the elected Town Officials are salaried as follows:

Supervisor Gary Dickson \$75,300.00
Town Clerk Kate Newton \$74,984.00
Highway Supt. Brian Adams \$98,792.00

Council Members (4)

Jeffrey Piekarec \$21,630.00
Scott Robertson \$21,630.00
Mary Sherman \$21,630.00
Robert Breidenstein \$21,630.00

Town Justices (2)

Jon Minear \$47,361.00
Paul Michalek \$47,361.00

3. Motion by _____, seconded by _____, that Joseph Trapp be appointed as Town Prosecutor at an annual salary of \$10,300, each effective January 1, 2026.
4. Motion by _____, seconded by _____, that Joseph Trapp be appointed Deputy Town Attorney at an annual salary of \$5,000 effective January 1, 2026, and act as counsel to the Zoning Board of Appeals.
5. Motion by _____, seconded by _____, that Shauna Dittmar be appointed American with Disabilities Officer and Harassment Compliance Officer for the Town of West Seneca.
6. Motion by _____, seconded by _____, reaffirming that Mark Beehler be appointed to the Planning Board effective January 1, 2026, for a seven-year term ending December 31, 2032.
7. Motion by _____, seconded by _____, reaffirming that William Wise be appointed to the Planning Board effective January 1, 2026, to finish a partial term ending December 31, 2030.

8. Motion by _____, seconded by _____, reaffirming that Stephen Stachowski be appointed to the Zoning Board of Appeals effective January 1, 2026, for a five-year term ending December 31, 2030.
9. Motion by _____, seconded by _____, reaffirming that Stephen Stachowski be appointed as Zoning Board of Appeals Chair for a one-year term effective January 1, 2026.
10. The Highway Superintendent announces that Nicholas Gugliuzza is appointed Deputy Highway Superintendent effective January 1, 2026, at an annual salary of \$6,700 as set in the 2026 budget and that he act in the capacity of the Highway Superintendent in the event of his absence for any reason, e.g. vacation, illness, etc.
11. The Chief of Police announces that Captain James Unger has been selected as Emergency Management Liaison at an annual stipend of \$6,000 pursuant to the PBA contract
12. The Town Clerk announces that Molly Martin is appointed Deputy Clerk effective January 1, 2026, at an annual stipend of \$2,750.
13. Motion by _____, seconded by _____, that Pam Neal is appointed 2nd Deputy Clerk effective January 1, 2026, at an annual stipend of \$500.
14. Motion by _____, seconded by _____, that Kate Newton be appointed Registrar of Vital Statistics, at an annual salary of \$4,500 effective January 1, 2026, all fees collected to go to the Town General Fund.
15. Motion by _____, seconded by _____, on the recommendation of the Town Clerk, that Molly Martin be appointed Deputy Receiver of Taxes at an annual salary of \$2,000 effective January 1, 2026.
16. Motion by _____, seconded by _____, on the recommendation of the Town Clerk, that Molly Martin be appointed Deputy Registrar of Vital Statistics at an annual salary of \$1,800 effective January 1, 2026.
17. Motion by _____, seconded by _____, on the recommendation of the Town Clerk, that Pam Neal be appointed Sub-Registrar of Vital Statistics at an annual salary of \$700 effective January 1, 2026.
18. Motion by _____, seconded by _____, that Tammie Maurino be appointed as Secretary to the Planning Board, at an annual salary of \$4,650, effective January 1, 2026.

19. Motion by _____, seconded by _____, that Teresa Stacey be appointed as Secretary to the Zoning Board of Appeals, at an annual salary of \$4,650, effective January 1, 2026.
20. Motion by _____, seconded by _____, that Matthew Fincel be appointed as Secretary to the Ethics Board, at an hourly rate of \$16.50 per hour effective January 1, 2026.
21. Motion by _____, seconded by _____, that Matthew Fincel be appointed as Secretary to the Historical Preservation Commission, at an hourly rate of \$16.50 per hour effective January 1, 2026.
22. Motion by _____, seconded by _____, that Matthew Fincel be appointed as Secretary to the Environmental Commission, at an hourly rate of \$16.50 per hour effective January 1, 2026.
23. Motion by _____, seconded by _____, that Matthew Fincel be appointed as Secretary to the Recreation Commission, at an hourly rate of \$16.50 per hour effective January 1, 2026.
24. Motion by _____, seconded by _____, that Brian Adams be appointed as Dog Control Officer at an annual stipend of \$7,000 effective January 1, 2026.
25. Motion by _____, seconded by _____, that Thomas Murtha, be appointed to a one-year term as Bingo Inspector for the Town of West Seneca at an annual salary of \$1,200, with said terms commencing January 1, 2026, and expiring on December 31, 2026.
26. Motion by _____, seconded by _____, that Eric Conley be appointed Emergency Manager at a salary of \$28.00 per hour, per incident, effective January 1, 2026.
27. Motion by _____, seconded by _____, that Daniel McCartan, John Monson, Joann Sands be appointed Deputy Emergency Managers at a salary of \$23 per hour, per incident, effective January 1, 2026.
28. Motion by _____, seconded by _____, that Mark Koller be appointed as the Town's Fair Housing Officer & Affirmative Action Officer effective January 1, 2026, at an annual stipend of \$1,200 and further direct Mr. Koller to submit a yearly report documenting matters handled.
29. Motion by _____, seconded by _____, as recommended by the West Seneca Historical Society and Museum Board of Directors, that James Pace be reappointed as Town Historian with an annual stipend of \$4,500.
30. Motion by _____, seconded by _____, on the recommendation of the Town Justices, that Katie Almeida be appointed Administrative Clerk for the Courts effective January 1, 2026, with an annual stipend of \$6,000.

31. Motion by _____, seconded by _____, that Clark, Patterson and Lee be hired as the provider of Engineering Services to the Town at a cost not to exceed \$140,250 per year to be paid in a purchase order format with said purchase order format being written on an hourly unit price basis for each service provided and a written quotation requested for hourly services by the pay scale and incorporated into the purchase order; and the Supervisor is hereby authorized to complete and execute a professional services agreement with said firm for engineering services not to extend beyond the year 2026.
32. Motion by _____, seconded by _____, that Steven DiSalvo and Angel Bustamante be appointed to the Board of Plumbing Examiners effective January 1, 2026, at an annual stipend of \$500 each.
33. Motion by _____, seconded by _____, that Ed Simoncelli and Dennis Kremblas be appointed to the Board of Electrical Examiners effective January 1, 2026.
34. Motion by _____, seconded by _____, that Brittany Hernon, Haris Ismail, and Charles Tuberdye (as youth member) be appointed/reappointed to the Environmental Commission for two-year terms ending December 31, 2027.
35. Motion by _____, seconded by _____, that Lindsey Burgmaster appointed to the Library Board for a five-year term ending December 31, 2030.
36. Motion by _____, seconded by _____, that Fran D'Amico be re-appointed to the Historical Preservation Commission for a three-year term ending December 31, 2028.
37. Motion by _____, seconded by _____, that in keeping with the Ethics Code amendment that was adopted on June 23, 2025, which instituted five-year terms, one expiring every year, the following are appointed/reappointed to the Ethics Board. Also, in accordance with the code, which requires that no more than three members be part of one political party, three members are registered Democrats and two are registered Republicans.
- a. Theresa Funk – reappointment, term ends December 31, 2026
 - b. Kayla Leonard – reappointment, term ends December 31, 2027
 - c. Anna Parkes – reappointment, term ends December 31, 2028
 - d. Braedan Gillman – appointment – term ends December 31, 2029
 - e. Maggie Mackert – appointment, term ends December 31, 2030
38. Motion by _____, seconded by _____, that the annual salaries of the Zoning Board of Appeals (ZBA) and Planning Board be set at \$6,300 for the Chairman of each Board, and \$4,350 each for the other members of each Board effective January 1, 2026, noting that members of

each board will be paid one-twelfth of the annual salary, with any absences to be paid at the discretion of the Chairman. Members of the Planning Board and ZBA who are absent from three consecutive board meetings or greater than 30% of the total number of meetings in any calendar year may be removed by the Town Board after notice and a public hearing.

39. Motion by _____, seconded by _____, that Michael Shea of West Seneca, New York be appointed Civil Officer of the Town of West Seneca effective January 1, 2026, for the purpose of service of process, etc. without remuneration from the Town.
40. Motion by _____, seconded by _____, that Timothy Hourihan be reappointed to the Board of Assessment Review for a 5-year term effective January 1, 2026, for a term expiring September 30, 2030.
41. Motion by _____, seconded by _____, that the members of the Board of Assessment Review be subject to the call of the Assessor, at an annual stipend of \$500 each and the Chairman of the Board of Assessment Review at an annual stipend of \$750, effective January 1, 2026.
42. Motion by _____, seconded by _____, that _____ be retained as bond counsel to the Town of West Seneca for all financing matters. Services will be performed at the fees and charges as described in the _____ bond counsel engagement agreement, and the Supervisor is hereby authorized to complete and execute a retainer agreement with said firm for all financing matters for the Town of West Seneca.
43. Motion by _____, seconded by _____, to authorize the Supervisor to sign the grant consulting agreement with Rotella Grant Management in the amount of \$30,000 a year in equal monthly installments effective January 1, 2026, through December 31, 2026.
44. Motion by _____, seconded by _____, that the following Officials and Employees not represented by the Collective Bargaining Agreement recognized by the Town of West Seneca are hereby appointed to the following positions with salaries effective January 1, 2026.

Brian Cosgrove - \$164,313.00

William Pelow - \$145,419.00

Teressa Stacey - \$65,752.69

Kathryn Reagan - \$52,335.07

Amelia Greenan - \$81,550.00

Erik Finbar - \$136,700.00 (shared with Town of Lancaster)

Shauna Dittmar - \$83,000.00

Carly Pappas - \$44,902.90

45. Motion by _____, seconded by _____, that the Town funds be deposited in the West Seneca Offices of the following banks, effective January 1, 2026:

M&T Trust Co. - Operating, Trust & Agency, Payroll, Workers Compensation, P & A, General Investment, Reserves Account.

NBT Bank - Operating, Trust & Agency

J.P. Morgan Chase - Operating, Capital

46. Motion by _____, seconded by _____, that the Town Board does hereby authorize all funds of the Construction and Improvement Account to be maintained by a consolidated bank account, but that the Town continues to maintain a separate Improvement Account at all times, as recommended by the State Auditors.

47. Motion by _____, seconded by _____, that the Town Board approves the blanket purchase order for utilities for the 2026 fiscal year:

Telephone: \$102,790 Spectrum, Verizon Wireless, Verizon Fios

Electricity: \$807,016 NYSEG, National Grid

Gas: \$113,149 National Fuel

Water: \$171,000 Erie County Water Authority

48. Motion by _____, seconded by _____, that the Town Board of the Town of West Seneca, pursuant to §25 of the Town Law and §11(2) of the Public Officers Law, hereby approves the execution of a public employee's blanket bond, covering the Supervisor, Deputy Supervisor, Town Board, Town Clerk, Receiver of Taxes and Assessments, Collector, Superintendent of Highways, Director of Finance and two Town Justices for the sum of \$100,000 and be it further resolved that the undertaking shall be effective within thirty (30) days after commencement of the term on January 1, 2026.

49. Motion by _____, seconded by _____, that the West Seneca Bee be designated as the Official Newspaper, and that the Buffalo News be used at the discretion of the Town Clerk.

50. Motion by _____, seconded by _____, that the following titles of Town Department Heads, elected or appointed officials, and certain other full-time employees not covered by contractual provisions between the Town and either the Blue or White Collar CSEA Units or the West Seneca PBA be granted extended benefits, including health and welfare fund related benefits, in accordance with the CSEA White Collar Contract or the equivalent thereof, with the exception of the Chief of Police and Assistant Chief of Police, who are granted said benefits in accordance with the West Seneca PBA Contract or the equivalent thereof. Those individuals to whom this is applicable shall include the Supervisor, Town Clerk, Highway Superintendent, Assessor, Deputy Supervisor, HR Director, Secretary to Highway Superintendent, two full-time

court clerks to the town justices, Chief of Police, and Assistant Chief of Police. In addition to the health insurance benefits set forth in the CSEA White Collar Contract or West Seneca PBA, said elected or appointed officials shall also be entitled to the Blue Cross Blue Shield Gold Plan. The extended benefits granted to elected or appointed officials shall not include contractual wage or salary increases or other monetary allowances, including longevity, except for the Town Court Clerks to the Town Justices who will mimic the salary and longevity increases in Group 5 of the White-Collar Union Contract.

51. Motion by _____, seconded by _____, that pursuant to §119(1) of the Town Law, the Town Clerk be authorized to draw warrants to pay any claims for fixed salaries, for principal and interest on bonded or refunded debt or other loans on the legal or stated compensation of Officers or Employees of the Town or accounts becoming due upon lawful contracts for periods not exceeding one (1) year from January 1, 2026.
52. Motion by _____, seconded by _____, that the Town continue its Procurement Policy in the manner set forth in the Procurement and Purchasing Policy adopted by the Town in 2022 and as may be amended.
53. Motion by _____, seconded by _____, that all vouchers for claims upon the Town shall be acceptable for audit, in the manner set forth in the Procurement and Purchasing Policy adopted by the Town in 2022.
54. Motion by _____, seconded by _____, that the mileage rate allowed to public officials and Town employees be the same as the Federal Internal Revenue regulations and in the manner set forth in the policy adopted by resolution of the Town Board.
55. Motion by _____, seconded by _____, that Petty Cash Funds/Change Funds be created as follows:
 - Accounting and Financial Consult. Services: \$250
 - Town Clerk: \$350
 - Receiver of Taxes: \$500
 - Highway Superintendent: \$250
 - Police Confidential Investigation: \$2,500
 - Police Department: \$500
 - Recreation: \$300
 - Justice Court: \$250
 - Senior Citizens: \$200
56. Motion by _____, seconded by _____, that the Town Hall offices be open 9:00 A.M. to 5:00 P.M. five days per week unless otherwise directed by the Town Board or the Supervisor.

57. Motion by _____, seconded by _____, that the Town Supervisor be authorized to sign checks for the West Seneca Library, pursuant to §259 of the Education Law.
58. Motion by _____, seconded by _____, that the Supervisor and/or Director of Finance to the Town be authorized to temporarily invest Town monies not needed for immediate expenditure. And further, the Town Board adopts and authorizes the Supervisor and/or Director of Finance to the Town to comply with the Investment Policy and Guidelines as originally adopted by the Town Board on February 20, 2020.
59. Motion by _____, seconded by _____, that the following list of Banks be added to the Town Investment Policy for use at the discretion of the Supervisor and/or the Director of Finance: Key Bank of W.N.Y., N.A., Bank of America, Citizens Bank, M & T Bank, J.P. Morgan Chase, NBT Bank, New York Cooperative Liquid Assets Securities System (NYCLASS).
60. Motion by _____, seconded by _____, that to the extent possible, regular meetings of the Town Board, will be held in Courtroom located in the West Seneca Town Hall on the second and fourth Mondays of every month, Town Court Room, 1250 Union Road, 2nd floor, except as noted.

Monday, January 12, 2026

Monday, January 26, 2026

Monday, February 9, 2026

Monday, February 23, 2026

Monday, March 9, 2026

Monday, March 23, 2026

Monday, April 13, 2026

Monday, April 27, 2026

Monday, May 11, 2026

Thursday, May 28, 2026, Moved due to Memorial Day

Monday, June 8, 2026

Monday, June 22, 2026

Monday, July 13, 2026

Monday, July 27, 2026

Monday, August 10, 2026

Monday, August 24, 2026

Monday, September 14, 2026

Monday, September 28, 2026

Wednesday, September 30, 2026, Budget Work Session in the CCL

Thursday, October 15, 2026, Moved due to Columbus Day

Monday, October 26, 2026

TBD Public Hearing for 2026 budget

Monday, November 9, 2026
Monday, November 23, 2026
Monday, December 14, 2026
Monday, December 28, 2026

Special meetings shall be held at the call of the Supervisor or of the Town Clerk upon written request of at least two members of the Town Board. Notice, in writing, stating the time, place and purpose of the special meeting shall be served personally upon each member of the Board at least 48 hours before the date fixed for holding the meeting. Only business specified in the notice thereof may be transacted at a special meeting. In accordance with the Open Meeting Law, the public and news media shall be given reasonable notice of any special meeting and all further executive sessions shall be public except for specific purposes allowed by law.

61. Motion by _____, seconded by _____, that the Town Board subject to the provisions of Section 284 of the Highway Law, enter into an agreement with the Superintendent of Highways that moneys levied and collected in the Town for the repair and improvement of highways and received from the State for State Aid for the repair and improvement of highways shall be expended pursuant the terms set forth therein.
62. Motion by _____, seconded by _____, that no Town vehicles be used for personal use, and all Town vehicles including the equipment in the Highway Department, be identified by decals with the exception of the Police Department vehicles used for detective work and the Police Chief's car and direct the Supervisor to ensure that decals are placed on all cars except those mentioned. Town vehicles for take home use shall be provided to the Chief of Police, Highway Superintendent, and police officer assigned as K-9 officer. Town vehicles shall not leave the Town limits except for use on official Town business.
63. Motion by _____, seconded by _____, that no Town equipment may be used for personal use.
64. Motion by _____, seconded by _____, that the Town Board sets the following rules relating to use of Highway personnel and equipment for emergencies:
 - a. West Seneca Highway Department is authorized to provide for emergency assistance to the local school systems, fire districts and other municipalities, if personnel or equipment are requested; and
 - b. An emergency must exist and have been declared in the Erie County municipality requesting assistance; and
 - c. Highway Superintendent will promptly notify the Supervisor of such action. A written summary will be immediately given to the Town Clerk and Town Attorney outlining the details of the emergency service, including the Emergency Operations Center; and

- d. Town equipment will be operated by West Seneca employees in the majority of work situations. However, slow-moving vehicles (roller), stationary equipment (air compressor or pumps) and light tools may be loaned to another Highway Department to be used and operated by their employees and fees may be assigned to the Municipality that receives long term aid; and
- e. West Seneca Highway Superintendent is authorized to request aid from other towns in Erie County. Non-West Seneca personnel and equipment will work under the supervision of the West Seneca Highway Superintendent.

65. Department/Committee Liaison Assignments

Supervisor Dickson

AIS IT Services
Assessor's Office
Code Enforcement/Buildings Department
Engineering Department
Erie County Sewer District 1 Board of Managers
Finance Department
Human Resources
Insurance
Legal Department
Rotella Grant Management

Councilmember Breidenstein

Ethics Board
Planning Board
Police Department
WS schools
Labor Management Healthcare Fund

Councilmember Piekarec

Fire Districts
Internal Audit Committee
Senior Advisory Committee
Senior Center
Town Courts
Zoning Board of Appeals

Councilmember Robertson

Buildings & Grounds Department
Highway Department

Town Clerk
Library Advisory Board
Environmental Commission
Historical Preservation Commission

Councilmember Sherman
Erie County Sewer District 1 Board of Managers
Internal Audit Committee
Northeast South Towns (NEST) Solid Waste Management Board
Recreation Commission
Recreation Department

66. Motion by _____, seconded by _____, to adjourn.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (EJCDC E-500, 2008 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ***January 1, 2026*** (“Effective Date”) between the ***Town of West Seneca*** ("Owner") and ***CPL Architects, Engineers and Landscape Architect, D.P.C.*** (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2026 Town of West Seneca General Engineering Services (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Providing general engineering consultation; preparation of annual engineering and sewer budgets; approval of invoices and requisitions; attendance of Town Board Meetings and other Town related meetings; assistance with grant applications; serving as Department Head for the Town Engineering and Sewer Departments; assistance with the Town regarding their water/sanitary sewer/sewer storm/roads; site plan and subdivision reviews and meetings; assistance to planning and zoning boards; completion of NYS DEC monthly and annual reports; duties of the stormwater management officer (MS4) including inspections; annual dam inspection and report; community engagement; and small (non-capital improvement) projects less than \$50,000 for construction.

CPL will provide proposals for other capital improvements as requested by the Town of West Seneca.

Owner and Engineer further agree as follows:

1.01 ***Basic Agreement and Period of Service***

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: ***Services are on as needed basis and timeframes for completion will be determined on an individual basis for each task.***

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner because of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter

continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances

at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the

- documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. The Town and the Engineer waive against each other, and the other's current employees, officers, directors, agents, partners, and consultants, any and all claims for or entitlement to special or indirect damages which are not reasonably related to any services provided by either party pursuant to this Agreement. Except with respect to any violations, fines, or decrees by any Federal, State, or local authority and/or agency, or any additional work required by such Federal, State, or local authority and/or agency due to the negligence or error of CPL, the parties agree that the Engineer's total liability to the Town shall be limited to \$50,000 or the total amount of compensation received by the Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rate Unless otherwise requested*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. For general Town Planning and Engineering duties not associated with larger projects or capital projects, the Town shall pay CPL based on their 2026 standard hourly rates plus actual expenses. This fee shall not exceed **\$140,250** over the time period **January 1, 2026** through **December 31, 2026**.
2. The Town and CPL will negotiate lump sum fees for larger capital projects not related to planning, engineering review or small projects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: Jason A. Foote

Title: Gary Dickson, Supervisor

Title: Jason A. Foote, P.E., Principal

Date Signed: _____

Date Signed: 1/7/2026

Address for giving notices:

Address for giving notices:

Town of West Seneca

CPL

1250 Union Road

726 Exchange Street, Suite 920

West Seneca, NY 14224

Buffalo, NY 14210

Contract for Grant Writing Services

Rotella Grant Management
19 Jordy Court
Hamburg, NY 14075

Town of West Seneca
1250 Union Rd.
West Seneca, NY 14224



This Contract for Grant Writing Services (the "Contract") is entered into between Rotella Grant Management (RGM), hereinafter referred to as the "Grant Writer," and the Town of West Seneca, hereinafter referred to as the "Client," for the provision of grant writing services on a monthly retainer basis, as per the terms and conditions stated herein.

"Grant Writer," will provide the following:

Scope of Services

The Grant Writer agrees to provide grant writing services to the Client, including but not limited to:

- Identifying potential grant opportunities.
- Preparing and writing grant proposals.
- Reviewing and editing existing grant proposals.
- Researching and collecting relevant data and information for grant applications.
- Providing advice, consulting and guidance on grant-related matters and grant project ideas.

Monthly Retainer:

The Client agrees to pay the Grant Writer a monthly retainer of \$2,500, payable each month, starting from the commencement date of this Contract.

Term:

The initial term of this Contract shall be for 12 months, terminating on December 31, 2024. After the initial term, this Contract shall automatically renew for successive 12 months unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

Confidentiality:

The Grant Writer shall treat all information provided by the Client as confidential and shall not disclose, share, or use such information for any purpose other than to fulfill the obligations under this Contract. This obligation shall survive the termination of this Contract.

Ownership of Work:

Any grant proposals, documents, or materials prepared by the Grant Writer during the term of this Contract shall become the property of the Client, and the Client shall have full ownership and usage rights.

Non-Exclusive Engagement:

This Contract is non-exclusive, meaning that the Grant Writer may provide grant writing services to other clients during the term of this Contract.

Independent Contractor:

The Grant Writer shall be considered an independent contractor and not an employee or agent of the Client. As such, the Grant Writer shall be responsible for their taxes, insurance, and other obligations related to being an independent contractor.

Meeting Attendance and Reporting:

The Grant Writer shall not be required to attend municipal board meetings, public meetings or provide continuous reporting unless specifically requested to do so in writing by the Client. If the Client requests the Grant Writer's attendance at a meeting or requires specific reporting, both parties shall agree upon the terms and compensation for such additional services in writing. The Grant Writer shall not be responsible for providing continuous reports on open grant opportunities. The Grant Writer will endeavor to identify and present suitable grant opportunities based on project plans and ideas that the Client has relayed to the Grant Writer. The Grant Writer's role is focused on the consulting, preparation and submission of grant proposals based on priority projects the Client has relayed to the Grant Writer.

Termination:

Either party may terminate this Contract by providing written notice to the other party. In the event of termination, the Client shall pay the Grant Writer for all services rendered up to the effective date of termination.

Governing Law and Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts in State of New York.

Entire Agreement:

This Contract constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

“Client” will be responsible for the following:

The registration process for any online grant portals, and providing those credentials to the Grant Writer for temporary use to access the grant portals for the purpose of preparing and submitting grant applications.

All grant application feedback provided to the Grant Writer must be communicated via e-mail along with an e-mail acknowledging acceptance and final approval for the official submission of every grant application.

Supplying any necessary photos, resolutions, or letters of support for projects to be included in the grant proposals.

Post-award grant contract terms and compliance encompasses various responsibilities and obligations that the Client must fulfill to meet the requirements of the grant award. These responsibilities include, but are not limited to:

Providing and Monitoring Financial Information:

The Client shall be responsible for providing accurate and up-to-date financial information to the granting agency as required by the terms of the grant. This may include budget reports, financial statements, audits, expenditure documentation, and other relevant financial data.

Project Monitoring:

The Client shall actively monitor the progress of the funded project, ensuring that it adheres to the specified timelines, objectives, and deliverables outlined in the grant agreement. Regular updates and progress reports may be necessary to keep the granting agency informed.

Project Bidding and Vendor Selection:

The Client shall conduct a fair and transparent bidding process for any grant project-related projects. This involves selecting vendors and contractors based on fair evaluation criteria to ensure compliance with grant regulations, with adherence to all applicable granting agency and local procurement policies.

State Goals and Transparency:

The Client shall align the project activities with the designated goals, objectives, or initiatives relevant to the grant. Additionally, the Client should maintain transparency throughout the project implementation, disclosing relevant information to the Grant Writer and the granting agency as needed.

The Grant Writer shall not be responsible for post-award grant contract terms and compliance, project monitoring, or any other obligations related to the grant award. The Grant Writer's role is limited to providing grant writing services, grant reporting, grant consulting and relaying information from the Client to the agency upon request.

This agreement has been approved by:

Gary Dickson
Supervisor
Town of West Seneca

Date

Bernie Rotella
Grant Coordinator
Rotella Grant Management

Date