REGULAR MEETING OF THE COMMON COUNCIL
OCTOBER 14, 2026
7:00 PM

PRESENT: Mayor Sandra Magiera
Council Members: John Hill, Kylee Johnson, Barry Smith
Michael Reed, Paul Myers
City Clerk: Tracy Chamberlain
City Administrator: Jay Bartoszek
City Comptroller: Robert Earley
Community Engagement & Operations Coordinator: Jolene Longley

Mayor Magiera called the meeting to order at 7:00 PM. After the Pledge of Allegiance, Mayor Magiera asked for a moment of silence.

Moved by Smith and seconded by Johnson:
RESOLVED: That we hereby approve and dispense with the reading of the minutes of the last regular meeting of September 23, 2026.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Myers and seconded by Reed:
RESOLVED: That we hereby accept the resignation of Dusty Tidd as Full-time Police officer and appoint to Part-time employment effective September 7, 2026, according to the current union contract.

Council Member Myers noted that Officer Tidd agreed to work in the Police Department three to four days per month.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Myers and seconded by Hill:
RESOLVED: That we hereby accept the resignation of Amanda (Brewer) Benjamin, as Part-time Police Dispatcher effective September 24, 2026.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Smith:
RESOLVED: That we hereby confirm the appointment of Rory Washington, Salamanca, NY as Part-time Dog Caretaker with a maximum of 29 hours per week at $16.00 per hour, with fifty-two weeks probation.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Johnson:

RESOLVED: That we hereby approve the proposal of HUNT Engineers, Architects, Land Surveyors and Landscape Architects, Horseheads, NY for Supplemental Engineering Services on the Front Avenue/Titus Run Culvert/Bridge Replacement project in the amount of $25,300.00 plus $2,500 for disbursements.

Such proposal is attached to and made part of these minutes.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Johnson and seconded by Myers:

RESOLVED: That we hereby authorize the City Comptroller, City Clerk and City Attorney to prepare to auction various City owned vacant lots.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Smith:

RESOLVED: That we hereby approve the following appointment:

SALAMANCA INDUSTRIAL DEVELOPMENT AGENCY / SALAMANCA AREA DEVELOPMENT CORP

Appointment of Kristen Valent, Salamanca, NY, to fill the indefinite term of Brooke Baker, beginning on October 15, 2026.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Johnson and seconded by Myers:

RESOLVED: That we hereby waive the agenda rule to consider other items.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Johnson and seconded by Hill:

RESOLVED: That we hereby authorize the City staff and City Attorney to prepare a draft local law regarding sign permits for City Council to review.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Smith and seconded by Hill:

RESOLVED: That we hereby cancel the meetings scheduled for November 11, 2026 and November 25, 2026, due to the Veterans Day and the Thanksgiving holidays and further reschedule a meeting for November 18, 2026.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Myers and seconded by Johnson:

RESOLVED: That we hereby authorize the Mayor to write correspondence to the NYS Governor requesting the State to release the compact funds to the City.

Mayor Magiera stated there was a joint meeting with Cattaraugus County and State officials regarding financial concerns.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Communications from the Mayor and Council:

- Council Member Myers stated the Falling Leaves Festival had good weather and was a great success with rides sponsored by the Seneca Nation Council. His hats off to the Falling Leaves Festival Committee.
- Mayor Magiera stated October is Breast Cancer Awareness month. She was diagnosed with Breast Cancer on this day 21 years ago and still fighting it. She recommends everyone get tested.
- Mayor Magiera noted Trunk or Treat will be held on Friday, October 30th and if anyone would like to set up to contact her office. There will be a Halloween Parade on October 30th at 6:00 and the costume contest following. Also Trick or Treat will be on Halloween, Saturday, October 31st from 6 – 8 PM.
- Mayor Magiera also noted there will be a Grand Opening to be held at the Crowley Park Skate Park on Saturday, October 24th at 3:00 PM.
- Council Member Myers noted the leaf pickup schedule will be announced to start in November. The DPW is picking up leaves now, so residents can call the DPW to let them know of address.

Moved by Johnson and seconded by Myers:

RESOLVED: That the bills be paid as warranted and recommended by the appropriate Commissions and/or Department Heads, the City Comptroller and City Clerk and that the reports of the City Clerk, City Comptroller and City Judge for the month of September 2026, are hereby accepted and filed.

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
1211	ASCENDANCE TRUCKS PENNSYLVANIA, LLC	09/25/2026	2,136.66	6821
1097	BREEZELINE	09/25/2026	158.12	6822
0218	CITY OF SALAMANCA BPU	09/25/2026	6,973.51	6823
1790	96TH HIGHLANDERS C/O DOUG CLARK	10/01/2026	800.00	6824
1686	ALLEGHANY ECLIPSE C/O AMANDA BEIL	10/01/2026	300.00	6825
1515	BOUNCE ABOUT INFLATABLES	10/01/2026	12,000.00	6826
1409	CREATIVE LEARNING SHOW C/O DAVE JEFFERS	10/01/2026	700.00	6827
1770	DAN CHRISTIANO	10/01/2026	1,050.00	6828
1517	GOWANDA SHRINE CLUB C/O DANIEL SMITH	10/01/2026	350.00	6829
1344	HAMBURG KINGSMEN DRUM & BUGLE CORPS	10/01/2026	1,500.00	6830
1688	NORTH PA GHOSTBUSTER C/O JASON HALLE	10/01/2026	300.00	6831
1071	PETTY CASH- CITY OF SALAMANCA	10/01/2026	9,150.00	6832
1751	PLAN B LLC	10/01/2026	1,600.00	6833
1346	RICHARD O'DELL	10/01/2026	500.00	6834
1513	SAM AGNEW	10/01/2026	3,000.00	6835
1791	ZEM ZEM HORNETS C/O CLARENCE BRIGGS	10/01/2026	600.00	6836
0592	BRANDON SMITH	10/02/2026	243.87	6837
0198	JAMIE DECK	10/02/2026	68.51	6838
1789	KALI MCGONIGLE	10/02/2026	25.00	6839
1405	KISS MY GRASS LAWN CARE LLC	10/02/2026	2,500.00	6840
0248	NATIONAL FUEL	10/02/2026	317.42	6841
1069	TIM HAYNOSKI	10/02/2026	7.96	6842
0591	TUSTIN SWIFT	10/02/2026	270.71	6843
0367	VERIZON WIRELESS	10/02/2026	2,687.49	6844
0384	SALAMANCA PUBLIC LIBRARY	10/05/2026	62,273.00	6845
0926	DYLAN DAVIS	10/09/2026	115.10	6846
1209	HARLEY KETTLE	10/09/2026	531.36	6847
0198	JAMIE DECK	10/09/2026	117.56	6848
1069	TIM HAYNOSKI	10/09/2026	35.91	6849
0415	ADAMS SERVICES, LLC	10/14/2026	135.00	6850
1392	ARMSTONG BUSINESS SOLUTIONS	10/14/2026	150.45	6851
1357	BRI PARENT INC	10/14/2026	125.00	6852
0218	CITY OF SALAMANCA BPU	10/14/2026	11,697.25	6853
1558	HIGHMARK BCBSWNY (SAP 281263A)	10/14/2026	102.00	6854
0709	HODGSON RUSS, LLP	10/14/2026	1,856.50	6855
1045	LAWLEY, LLC	10/14/2026	1,591.35	6856
1033	MAC TRUCK PARTS & EQUIPMENT CO. INC.	10/14/2026	14.80	6857
0158	OLEAN TIMES HERALD	10/14/2026	41.00	6858
0638	RANDOLPH VETERINARY CLINIC	10/14/2026	502.00	6859
1059	STAPLES	10/14/2026	361.63	6860

1388	UBEO, LLC	10/14/2026	95.12	6861
1670	UBEO, LLC (POBOX 791790)	10/14/2026	19.49	6862
1060	W.B. MASON CO. INC	10/14/2026	11.29	6863
0712	AMERICAN ROCK SALT HOLDINGS, LLC	10/14/2026	12,118.32	6864
1362	ASAP GLASS OF OLEAN	10/14/2026	495.00	6865
0432	BEICHNER WASTE SERVICES, INC.	10/14/2026	331.08	6866
0915	BLUE COLLAR WORKWEAR	10/14/2026	255.00	6867
1383	BUFFALO BEARINGS, INC.	10/14/2026	216.35	6868
0092	CHAUTAUQUA BRICK CO., INC	10/14/2026	89.03	6869
0900	DECKER AND SWIMLINE, LLC	10/14/2026	2,000.00	6870
0560	EMERLING FORD, INC	10/14/2026	445.25	6871
0237	FASTENAL COMPANY	10/14/2026	1,034.03	6872
0191	GERNATT ASPHALT PRODUCTS INC	10/14/2026	1,197.04	6873
0407	JOHN SIXT & SON INC.	10/14/2026	635.85	6874
0992	KENWORTH NORTHEAST GROUP INC	10/14/2026	29.55	6875
1405	KISS MY GRASS LAWN CARE LLC	10/14/2026	2,500.00	6876
1788	M AND B REDI-MIX	10/14/2026	4,390.00	6877
0563	M.I.S. OF AMERICA, INC.	10/14/2026	1,788.00	6878
1033	MAC TRUCK PARTS & EQUIPMENT CO. INC.	10/14/2026	55.76	6879
0568	NEW ENTERPRISE STONE & LIME CO., INC	10/14/2026	5,343.11	6880
0515	NOCO ENERGY CORP.	10/14/2026	49,954.66	6881
0230	PERKINS LLC	10/14/2026	4,154.96	6882
1023	RANDOLPH AUTO SUPPLY, INC.	10/14/2026	1,360.44	6883
0575	SHERWIN-WILLIAMS	10/14/2026	57.45	6884
1216	STONEY HOLLOW TIRE, INC	10/14/2026	582.40	6885
0164	W.W. GRAINGER, INC	10/14/2026	507.22	6886
0618	BREATHING AIR RESOURCES	10/14/2026	2,122.94	6887
1361	FIREMATIC SUPPLY CO. INC.	10/14/2026	8,612.66	6888
1592	PENN CARE, INC.	10/14/2026	834.90	6889
1023	RANDOLPH AUTO SUPPLY, INC.	10/14/2026	530.57	6890
1026	SALAMANCA FIREFIGHTERS LOCAL 2501	10/14/2026	20.00	6891
0774	URBAN AUTO CENTER	10/14/2026	21.00	6892
0560	EMERLING FORD, INC	10/14/2026	138.00	6893
1023	RANDOLPH AUTO SUPPLY, INC.	10/14/2026	1,883.35	6894
0931	RICOH USA (PO BOX 41564)	10/14/2026	57.89	6895
1360	ROOD COMPANY	10/14/2026	160.00	6896
0765	SEWING TECHNOLOGY UNIFORM INC	10/14/2026	487.95	6897
0197	SPORTS LOCKER	10/14/2026	188.50	6898
0098	WORTH W SMITH	10/14/2026	21.79	6899
1649	ZERO9 HOLSTERS	10/14/2026	83.44	6900

CAPITAL PROJECT FUND

1732	BAMMEL ARCHITECS, PC	09/25/2026	3,480.00	1082
9014	HUNT ENGINEERS ARCHITECTS & LAND SURV	10/14/2026	2,578.34	1083
0574	JAMESTOWN ROOFING, INC	10/14/2026	4,866.00	1084
0407	JOHN SIXT & SON INC.	10/14/2026	97.35	1085
0479	LAKE SHORE PAVING INC.	10/14/2026	760,431.85	1086
0255	URBAN ENGINEERS OF NEW YORK, D.P.C.	10/14/2026	49,341.55	1087

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Smith and seconded by Johnson:
RESOLVED: That the Mayor and Council enter into executive session for the purpose of discussing a contract proposal under the provisions of the State's Open Meetings Law.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Reed and seconded by Hill:
RESOLVED: That the Mayor and Council reconvene after approximately fifteen minutes in executive session.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Johnson:
RESOLVED: That we hereby authorize Bond, Schoneck and King, PLLC to retain Charles River Associates (CRA) for professional services, on the behalf of the City of Salamanca, in the amount of $9,500.00.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Reed and seconded by Myers:
RESOLVED: That we hereby adjourn – 7:28 PM.
Carried.

Tracy Chamberlain, City Clerk

Dated: October 16, 2026

THE ABOVE RESOLUTIONS, AS ADOPTED BY THE COMMON COUNCIL, ARE HEREBY APPROVED.

Sandra Magiera

Sandra Magiera, Mayor

Dated: October 20, 2026

September 25, 2026

Mayor Sandra Magiera
City of Salamanca
225 Wildwood Ave
Salamanca, NY 14779

Re: Supplemental Engineering Services Proposal
Front Avenue over Titus Run Culvert Replacement
Salamanca, New York

Dear Mayor Magiera,

Hunt Engineers, Architects, Land Surveyors, & Landscape Architect DPC (HUNT) is submitting this proposal to provide additional engineering services for the Front Avenue over Titus Run Culvert Replacement project, amending the existing contract for engineering services related to the culvert replacement in the amount of $33,000 including disbursements, dated November 1, 2022, the supplemental proposal for engineering services related to the culvert replacement in the amount of $5,000 dated November 13, 2023, the supplemental proposal for engineering services related to the culvert replacement in the amount of $10,400 including disbursements dated March 22, 2024, and the supplemental proposal for engineering services related to the culvert replacement in the amount of $11,200 including disbursements dated December 5, 2025.

Project Description

As stated in the supplemental engineering services proposal dated March 22, 2024, The City of Salamanca and the Seneca Nation of Indians have decided to pursue federal funding to pay for the cost of construction of the Front Ave over Titus Run structure. The project was advertised to bidders and a bid opening was held on August 4, 2026. The low bidder was Lake Shore Paving and the Seneca Nation of Indians, who is now acting as the owner of the project (City is acting as the project manager), awarded the project to Lake Shore Paving on September 21, 2026.

The Seneca Nation of Indians has solicited engineering firms to perform full-time construction inspection during construction. HUNT will not be performing construction inspection of the project. However, the City and HUNT will be responsible for managing the inspection of the project, which was not included in the original contract between HUNT and the City dated November 1, 2022.

HUNT will still be responsible for completing the construction administration tasks originally included in the contract with the City at no additional cost.

The additional services will include:

1. Daily coordination with the construction inspector/resident engineer to ensure the contractor is following the contract drawings and specifications. It is assumed that construction will last 5 months and HUNT will be responsible for such coordination for the entirety of the 5 months of construction.
2. Per the Seneca Nation of Indian's request, bi-weekly progress meetings will be held in person at the field office or the City's offices. A representative from HUNT will attend all meetings in person. It is assumed a total of 12 bi-weekly progress meetings will be held throughout construction, not including the final inspection and the pre-construction meetings which were already included in HUNT's original agreement. 3 additional meetings during construction were already included in the original agreement so time for 9 additional construction progress meetings have been included in this supplemental agreement.
3. Per the Seneca Nation of Indian's request, HUNT will setup and manage the project in Appia, a program that stores the inspector's daily works reports, tracks payment applications and change orders, and stores construction photos. HUNT's project manager will review and approve all daily work reports, payment applications, and change orders prepared by the construction inspector.
4. HUNT will prepare a Level 1 Load Rating of the new bridge to submit to NYSDOT and the City for their records.

Fee

HUNT will perform the work as outlined above for a lump sum fee of **Twenty-Five Thousand Three Hundred dollars ($25,300)** .

Project-related disbursements are not included in the fee above and will be billed as they are incurred. Plotting, photocopies, prints, Appia Licensing, and mileage will be invoiced according to HUNT's current schedule of fees.

A budget of **$2,500** is recommended for disbursements.

If the above scope of services and the associated fee are acceptable, please sign the attached agreement and return a copy to HUNT.

Please do not hesitate to contact me at (607) 358-1032 or kinsleya@hunt-eas.com with any questions.

Sincerely,
HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT DPC

Andew E. Kinsley, PE
Transportation Project Manager / Associate

AGREEMENT FOR PROFESSIONAL SERVICES

The Terms and Conditions set out herein and in the referenced cover letter constitute an offer by Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. (hereinafter called HUNT), to perform for City of Salamanca (hereinafter called the CLIENT) the services described. HUNT's offer constitutes a Contract on these same Terms and Conditions when receipted or acknowledged by the CLIENT. This Contract supersedes all previous understandings, if any, and constitutes the entire Agreement between HUNT and the CLIENT relating to the services described.

TERMS AND CONDITIONS

CLIENT OBLIGATIONS: At such time as HUNT may request, the CLIENT at his expense, shall provide full, complete and correct information, including a written program of objectives, constraints and criteria, with respect to which the services are performed.

HUNT OBLIGATIONS: Professional Services, basic to the Scope of Work, shall be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering, architectural, and land surveying practices. This Warranty is in lieu of all other Warranties expressed or implied. HUNT assures no responsibility for interpretations made by others based upon the work or recommendations made by HUNT. Project cost estimates are to the best of HUNT's knowledge and are not guarantees of actual construction costs.

ADDITIONAL SERVICES: Additional services or changes requested in writing by the CLIENT, beyond the original Scope of Work agreed upon as described per the referenced cover letter, shall be performed by HUNT in the same methods and manner as herein stated. Payment to HUNT for additional services shall be the same as outlined under PAYMENT of these Terms and Conditions, unless superseded by Separate Terms and Conditions as may be proposed and agreed to in writing by both parties.

PAYMENT: Payment for services rendered shall be monthly as billed. No percentage of bills shall be withheld or retained. In the event that any payment is not made within thirty (30) days from the date of billing, interest will be charged at a rate of one and one-half percent (1-1/2%) per month, or the legal rate of interest, whichever is less.

WAIVER: The CLIENT and HUNT mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

This Agreement may be terminated by either party upon thirty (30) days written notice to the other. In the event of termination, HUNT shall be compensated for services performed up to the date of termination, plus reasonable termination costs. Upon receipt of final payment to HUNT, all finished or unfinished documents prepared to the date of termination shall become the property of the CLIENT and shall be surrendered to the CLIENT by HUNT.

ACCEPTANCE:

I have read and understand the Scope of Work as described in the attached letter from Andrew E. Kinsley dated September 25, 2026 and the above Terms and Conditions, and accept the terms and costs as stated. I hereby retain Hunt Engineers, Architects, Land Surveyors & Landscape Architect D.P.C. to provide services as necessary to accomplish the Scope of Work.

CLIENT:
CITY OF SALAMANCA

BY: _____

DATE:_____

CONSULTANT:
HUNT ENGINEERS, ARCHITECTS,
LAND SURVEYORS &
LANDSCAPE ARCHITECT, DPC

Barry J. Dumbauld

BY:_____
Barry J. Dumbauld, P.E.

DATE: September 25, 2026