

# Masiello Martucci Calabrese

AND ASSOCIATES

February 3, 2016

Ms. Dawn Mirand  
Superintendent  
Kenmore-Town of Tonawanda UFSD  
1500 Colvin Boulevard  
Buffalo, New York 14223

AGREEMENT BETWEEN THE KENMORE TOWN OF TONAWANDA UFSD  
("District") AND MASIELLO, MARTUCCI, CALABRESE & ASSOCIATES  
("MMCA")

MMCA agrees to provide lobbying and government affairs consulting services for the District effective February 10, 2016 through June 30, 2016, for a fee of \$30,000. This fee shall be paid in 4 –equal monthly installments of \$7,500 each.

The first installment shall be due at the signing of this Agreement. Subsequently, the second installment shall be due on April 1, 2016; the third installment shall be due on May 1, 2016; and the fourth installment shall be due on June 1, 2016. Reasonable travel expenses (out of town travel, tolls, accommodations and meals, etc.) shall be billed separately. MMCA agrees to abide by all requested filings by the New York State Joint Commission on Public Ethics.

The District shall act as the lead entity in the Agreement, on behalf of the Town of Tonawanda ("Town") and County of Erie ("County"), although the District, Town and County have entered into a separate Memorandum of Understanding to share costs under the Agreement.

## SCOPE OF SERVICES

- MMCA will work with the District during the 2016 legislative session to address the recently passed "Fossil Fuel Plant Closure Fund". These efforts will be aimed to establish policies, procedures and time frames for allowing the District to access monies from this fund to help offset an anticipated \$3 million deficit resulting from the closure of the Huntley Power Plant.
- MMCA will assist District in building a coalition of legislative partners in the New York State Senate and Assembly to champion legislation during the 2016 legislative session to establish guidelines and time frames to access the Fossil Fuel Plant Closure Fund.
- MMCA will begin working with the District to address the longer term nature of the Huntley Power Plant issue including, but not limited to, long -term funding assistance, Homestead/Non-Homestead tax system issues, and economic development strategies for replacing the lost tax revenue from the Huntley Plant.

- MMCA will work to identify and secure partners in a coalition to advance the interests and agenda of the District at the state and local levels.
- MMCA will advise the District on the most effective political and communications strategies to implement in order to advance this specific legislation as well as your overall agenda.
- Develop a Government Action Plan: MMCA will work closely with the District to develop a Government Action Plan that will establish goals, identify achievable objectives and rank and prioritize those objectives.
- Develop a Work Plan: MMCA will work with the District to develop a work plan for achieving the objectives of the Government Action Plan. This document will contain timelines and clearly identify the person responsible for each objective.
- MMCA will represent the District before all relevant elected officials and government departments and agencies that could impact the project. Where it is determined that it will be more appropriate and/or effective for the District or a representative of the District to advance a specific item of the Action Plan, MMCA will work with the designated person to ensure that he/she is properly briefed and prepared to make the strongest possible arguments and is prepared to answer all expected questions.
- MMCA will work to ensure that all necessary and required forms, registrations, disclosures, etc., are duly filed with the New York State Joint Commission on Public Ethics (formally the NYS Temporary Commission on Lobbying).

**TERMINATION**

This Agreement can be cancelled by either party with a 24-hour written notice and provided all billings are current. In the event that this Agreement is terminated, the monthly installment fee for the monthly period in which the termination occurred will be prorated to include only the portion of the month prior to the Agreement's termination.

Signed by:

\_\_\_\_\_  
 Ms. Dawn Mirand, Superintendent  
 Kenmore-Town of Tonawanda UFSD

\_\_\_\_\_  
 Carl J. Calabrese, Partner  
 Masiello, Martucci, Calabrese & Associates

Date signed: \_\_\_\_\_

Date accepted: \_\_\_\_\_

Your government action *professionals*