

Joseph Colern Jr.
 Building Inspector
 Code Enforcement Officer



Raymond Balcerzak
 Asst. Building Inspector
 Asst. Code Enforcement Officer

Town of Elma
 Erie County, New York

1600 Bowen Road • Elma, New York 14059 • Phone: (716) 652-2188 • Fax: (716) 652-3560

Town Board - Received

1/26/22

Business case to be removed

WAS ✓	Address	Business Name	Now
	2351 Bowen	Johnny J	Just Pizza
	5660 Clinton	Whole Health Today	716 Pave
✓	5681 Clinton	Stokolosa Service	KMF Aut
✓	41 New Bulls	Great Plate	Glass Americ
	5710 Seneca	John Anticola	Jay MacLuse
✓	6120 Seneca	Blue Lantern	716 Fresh
	6434 Seneca	Hollywood Hair	Anna's Barber
	6515 Seneca	Deluxe Laserworks	MacKs detai
	6701 Seneca	Pinta Auto Service	Real tree
✓	7397 Seneca	Demco	Petes Movin
✓	1721 Transit	Octane	Transit Detai
	3021 Transit	Brooks Rigging	Great lakes
✓	3211 Transit	Brand Name Depot	FlamingoFunch
	2331 Bowen	Jack Coy	Mellisa Wilson (SME FOUN)

**Resolution for a Budget Amendment to
Increase Appropriations for the Purchase of A Gradall**

WHEREAS, the Town wishes to provide for funding for the purchase of a Gradall at the Highway Dept., and

WHEREAS, the Town Board wishes to provide funding for such expenses, and

WHEREAS, the Town's 2022 adopted budget does not currently include such funding

NOW, THEREFORE, be it

RESOLVED, that the Town Board hereby authorizes the amendment of budgetary appropriations in the Town's 2022 adopted budget as follows:

Increase Appropriations:

DA 5130.200	Purchase of Equipment	\$ 352,956.48
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Decrease Appropriations:

DA 599	Appropriated Fund Balance	\$ 352,956.48
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IROQUOIS CENTRAL SCHOOL DISTRICT

P.O. BOX 32

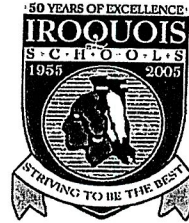
ELMA, NY 14059-0032

(716) 652-3000

(FAX) 652-9305

DOUGLAS R. SCOFIELD
Superintendent of Schools
Ext. 1001

KRISTIN KENDALL-JAKUS
Dir. of Instruction, Student Services
& Assessment
Ext. 1301



MARY JO DUDEK, Ed. D.
Assistant Superintendent for Curriculum
Ext. 1502

JOHN M. WOLSKI
Business Administrator
Ext. 1201

JOINT COOPERATIVE AGREEMENT

WHEREAS, the Iroquois Central School District, a school district with offices at 2111 Girdle Road, Elma New York 14059 ("School District") owns a fuel storage and distribution facility at its Main School Campus, which is fully computerized and capable of accounting for all fuel distributed from such facility; and

WHEREAS, the Town of Elma ("Town"), a municipal corporation with offices at 1600 Bowen Road Elma, New York 14059; EMW Boys & Girls Club ("B&G") at 2080 Girdle Road, Elma, New York 14059 and corresponding volunteer Fire Companies; Blossom Volunteer Fire Company at 1000 North Blossom Road, Elma, New York 14059 and Jamison Road Volunteer Fire Company at 1071 Jamison Road, Elma, New York 14059 is in need of the use of such fuel storage and fuel distribution facilities in furtherance of its public purposes; and

WHEREAS, the Parties to this Agreement have entered into discussions regarding the joint use of said facilities and have determined that allowing the Town, B&G and Fire Companies to utilize such facilities will not disrupt normal school operations and will be in the public interest.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. The Town and/or B&G and/or Fire Companies agrees that it is the sole custodian of all keys issued pursuant to this Agreement and agrees to hold the School District harmless and indemnify it with respect to any loss, damage or claim resulting from the issuance, possession, loss, use, misuse or unauthorized use of such keys. Each time a key is to be issued to the Town and/or B&G and/or Fire Companies, the Town and/or B&G and/or Fire Companies agrees to provide to the School District, in a timely manner, all of the information reasonably required by the School District to monitor the issuance of the key and usage of the fuel facility by employees or officers of the Town and/or B&G and/or Fire Companies.

2. The School District will continue to purchase fuel (unleaded and diesel) and agrees to resell said fuel to the Town and/or B&G and/or Fire Companies on the terms and conditions as stated herein.

3. The Town and/or B&G and/or Fire Companies agrees to hold the School District harmless and indemnify the School District for and against any loss, damage or claim resulting

from the Town and/or B&G and/or Fire Companies use of the facilities. A Certificate of Insurance must be obtained with the Iroquois Central School District as the certificate holder on the Town's and/or B&G and/or Fire Companies' liability policy.

- a) In the description of operations box the following must be stated: *The certificated holder is an additional insured under the policy regarding the use as it pertains to the distribution of fuel at the Iroquois Main School Campus.*
- b) The school must be named as Additional Insured on a primary and non-contributory basis as follows: *"Iroquois Central School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as an Additional Insured."*
- c) Certificate of Insurance *must have the Required Liability Insurance Coverage as identified below:*

- ✓ Occurrence based Commercial General Liability coverage to include bodily injury, personal injury, and property damage liability.

General Aggregate	\$ 2,000,000
Products & Comp/Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- ✓ Automobile liability insurance covering all owned, hired and "non-owned" vehicles with minimum limits of:

Combined Single Limit	\$ 1,000,000
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- ✓ Umbrella or Excess Liability

Per Occurrence	\$ 5,000,000
Aggregate	\$10,000,000

- ✓ Workers' Compensation requirement as specified under WCL §57

4. The Town and/or B&G and/or Fire Companies agrees to promptly notify the School District of any changes in authorized personnel and will be solely responsible for collection and retirement of all keys it has distributed to its employees or officers under this program.

5. The Town and/or B&G and/or Fire Companies shall be liable for negligent acts resulting from equipment operation or operator actions on the Iroquois Main Campus and shall thus be responsible for cleanup and repairs resulting from such.

6. Notification of spill or damage to District facilities shall be immediately reported to the appropriate employee's or volunteer's supervisor who shall notify the Iroquois Supervisor of Transportation immediately.

7. Each organization (School, Town, B&G, Fire Company) shall remain fully responsible for its own employees/volunteers, including but not limited to salary, benefits, and workmen's compensation.

8. The School equipment shall only be operated by Town and/or B&G and/or Fire Companies personnel that have been trained and approved by the appropriate District personnel.

9. The Town and/or B&G and/or Fire Companies will be billed quarterly for payments due under this Agreement and all such amounts shall be payable within thirty (30) days of the billing date. Fuel costs will be billed at the average quarterly rate paid by the District.

10. This Agreement shall be renewed for a term of two (2) years beginning July 1, 2021 and ending June 30, 2023, unless terminated sooner as provided herein. Thereafter, this Agreement may be renewed every two (2) years upon re-execution, authorized by the governing boards of the parties no later than the 15th day of June in the second year, unless terminated sooner as provided herein.

11. Either Party may cancel this Agreement upon thirty (30) days prior written notice to the Chief Executive Officer of the other Party to this Agreement.

IN WITNESS WHEREOF, the governing boards of the parties have approved this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF ELMA

By _____

Date _____

IROQUOIS CENTRAL SCHOOL DISTRICT

By _____ 

Date 5/18/21

JAMISON FIRE COMPANY

By _____

Date _____

EMW BOYS & GIRLS CLUB

By _____

Date _____

BLOSSOM FIRE COMPANY

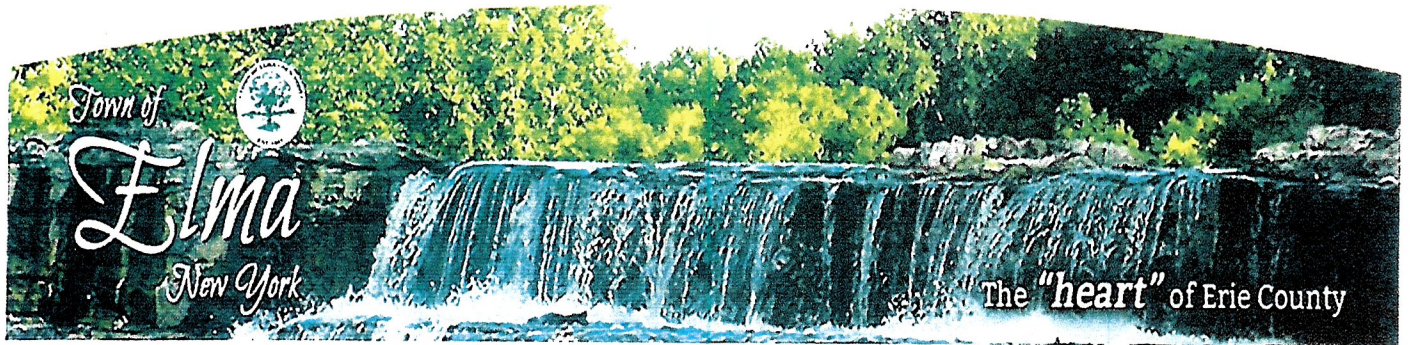
By _____

Date _____

MAIN OFFICE
116 Gruner Road
Buffalo, New York 14227
Tel. (716)892-5253
Fax (716)892-5855
www.glbs-inc.com



ROCHESTER OFFICE
333 Metro Park
Suite S102
Rochester, New York 14623
Tel. (585)235-LAKE
Toll Free (800)863-6732



1600 Bowen Road
Elma, NY 14059

Provided by
Great Lakes Building Systems
Life Safety Proposal
2021

Sales Representative
Dusty Marsh
March 25th, 2021



Fire/Security Systems Integrators



MAIN OFFICE
116 Gruner Road
Buffalo, New York 14227
Tel. (716)892-5253
Fax (716)892-5855
www.glbs-inc.com



ROCHESTER OFFICE
333 Metro Park
Suite S102
Rochester, New York 14623
Tel. (585)235-LAKE
Toll Free (800)863-6732

March 25th, 2021

Elma Town Hall
1600 Bowen Road
Elma, NY 14059

Subject: Life Protection Service Agreement for: Elma Town Center
Includes: Town Hall/Highway Department/Senior Center/Historical/Press Box/Recreation

Life Protection Professional:

Life Protection systems are designed to provide early warning for your building occupants. Great Lakes Building Systems, Inc., (GLBS) inspection and service procedures are designed to ensure that your life protection systems operate as they were originally designed while significantly minimizing false alarms and business interruptions.

Our factory trained, NICET certified and licensed technicians provide inspections and testing to help maintain your system at peak performance, and meet NFPA and State and Local codes.

Our life protection service agreements offer our customers with the level of protection they require, allowing you to pay for only the services you need. GLBS will use its vast distributor network and over 30 years of experience to not only inspect but to manage your life protection systems.

Services Provided

Fire Alarm and Detection System

- ▶ One 100% Annual inspection of the Fire Alarm System including: all accessible peripheral devices, control panel functionality and confirming of signal transmission to control panel
 - ▶ Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
 - ▶ Preferred Customer Service Rate based on NYS OGS Contract Pricing
https://online.ogs.ny.gov/purchase/prices/7720123150PL_GreatLakes.xlsx
 - ▶ 4 hour guaranteed response time for emergency service
 - ▶ Automated Scheduling with electronic storage of inspection reports
- Replacement batteries are not included in any service. *Programming of proprietary systems other than Notifier, Fike, Silent Knight, Bosch, Firelite and Honeywell are excluded.

COST	
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24 Hour Central Station Monitoring (7 accounts)

- ▶ 24 Hour Central Station Monitoring/UL Listed

COST	
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Portable Fire Extinguishers (up to 15)

- ▶ One 100% Annual inspection of the Fire Extinguishers
- ▶ Testing performed in compliance with current NFPA and NYS building codes and the AHJ
- ▶ Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
- ▶ Preferred Customer Service Rate based on NYS OGS Contract Pricing
https://online.ogs.ny.gov/purchase/prices/7720123150PL_GreatLakes.xlsx
- ▶ 4 hour guaranteed response time for emergency service

**Recharge or any service of fire extinguishers are not included, all extinguishers requiring a hydrotest will automatically be replaced at customers expense.

COST	
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Fire/Security Systems Integrators



Kitchen Hood System (Senior Center)

- ▶ Two 100% Semi-Annual inspection of the Kitchen Suppression System
- ▶ Testing performed in compliance with current NFPA and NYS building codes and the AHJ
- ▶ Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
- ▶ Preferred Customer Service Rate based on NYS OGS Contract Pricing
https://online.ogs.ny.gov/purchase/prices/7720123150PL_GreatLakes.xlsx
- ▶ 4 hour guaranteed response time for emergency service
Recharge or any service of the system is not included.

COST	
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Automatic Fire Sprinkler Systems (Senior Center and Elma Court)

- ▶ Two Semi-Annual inspections of the Sprinkler Systems
- ▶ Testing performed in compliance with current NFPA and NYS building codes and the AHJ
- ▶ Computer generated inspection reports with detailed listing of any discrepancies and applicable codes
- ▶ Preferred Customer Service Rate based on NYS OGS Contract Pricing
https://online.ogs.ny.gov/purchase/prices/7720123150PL_GreatLakes.xlsx
- ▶ 4 hour guaranteed response time for emergency service
Replacement parts if required are not included.

COST	
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TOTAL:	
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Initial Here

GLBS reserves the right to reissue or change the pricing on this agreement if after the first inspection we find that the system has not been properly maintained per manufacture's recommendations.

Initial Here

This Service Agreement shall be automatically renewed each year unless a written cancellation notice is issued by either party 30days prior to expiration.

Initial Here

Payment of this Agreement is due after acceptance, and is renewed every 12 months after acceptance. **Sales Tax is not included, an invoice will be mailed under a separate cover.**

Initial Here

This Agreement will not take effect until payment has been received in full.

Customer Responsibilities

- Provide free access to Great Lakes Building Systems technicians upon their arrival to equipment requiring testing. If access is not available and a second trip is required to test equipment, customer agrees to pay for an additional service call at the prevailing rate.
- Provide necessary equipment required to reach inaccessible devices. This equipment may include a ladder, lift, or staging material that is in good sound and safe condition.
- Maintain a safe electrical service.
- Provide GLBS with a minimum of 24-hour notice if facility is unable to keep scheduled service date.

During this contract period, it is understood that Great Lakes Building Systems, Inc. is **not** a personal injury or property insurer. Any insurance required or desired by the customer shall be obtained and paid for by the customer. Additionally, the customer agrees to not hold Great Lakes Building Systems, Inc. liable for any losses or damages, irrespective of origin, to person or property whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions by Great Lakes Building Systems, Inc. or its agents or employees. The customer further agrees to waive or release any rights of recovery against Great Lakes Building Systems, Inc. that it may have hereunder. In the event that Great Lakes Building Systems, Inc. becomes liable for any losses or damages attributed to the failure of the system or services to the system in any respect, it's total liability to the customer shall not exceed the total amount of this contract.

Exclusions:

Great Lakes Building Systems, Inc. shall not be held liable for services that are interrupted by labor strikes, loss of power or communications, vandalism, riots, wars, acts of nature, flooding or acts of God.

Great Lakes Building Systems shall not be responsible for repairs to equipment due to misuse or use for other than its design function, improper ventilation or cooling, improper wiring, acts of nature, acts of God, work or service to alarm system as provided by other than Great lakes Building Systems, Inc. authorized personnel.

Great Lakes Building Systems, Inc. shall not be held responsible for installing new or replacing existing wiring that is required for proper alarm system operation.

Agreement Acceptance:

The customer hereby accepts this Life Safety Agreement and Great Lakes Building Systems, Inc. agree to provide the services explained in this Agreement as indicated by the signatures below. Acceptance by both parties is based on the conditions and prices identified within this Agreement. No changes of terms or conditions shall be deemed enforceable or binding by Great Lakes Building Systems, Inc. unless delivered in writing and signed by an authorized representative of Great Lakes Building Systems, Inc

Approved and Accepted by:
Great Lakes Building Systems, Inc.

Approved and Accepted by:

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

AGREEMENT

AGREEMENT made this 23rd day of February 2022, by and between

TOWN OF ELMA
1600 Bowen Road
Elma, New York 14059

hereinafter referred to as the "TOWN", and

THE BOYS AND GIRLS CLUB OF ELMA,
MARILLA, WALES, INC.
2080 Girdle Road
Elma, New York 14059

hereinafter referred to as the "ORGANIZATION".

WHEREAS, the Organization is furnishing services for the public benefit of the residents of the Town, including: sponsoring, implementing and providing a recreation program in association with the National Boys Club of America for youth of both sexes in the Town of Elma, as more fully described in the grant application submitted to the Town and made a part hereof, and

WHEREAS, the Town Board of the Town of Elma, pursuant to the authority granted to it has appropriated the sum of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$62,500.00) to the Organization to provide such services for the benefit of the residents of the Town for the 2022 calendar year,

NOW THEREFORE, in consideration of the promises mutually made and contained herein, the parties do hereby agree as follows:

1. SERVICES: The organization agrees to maintain and provide the services enumerated above for the public benefit of the residents of the Town for the 2022 calendar year. The Organization shall apply funds received from the Town under this contract only to provision of the services specified herein and no funds granted under this contract shall be applied to any purpose other than that which is provided in this Agreement.

2. PAYMENT: In consideration for such services, the Town agrees to pay to the Organization, subject to the terms and conditions contained herein the sum of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$62,500.00) upon execution of this contract.

3. This contract shall be deemed executory only to the extent of monies available to the Town for the performance of the terms hereof and appropriated by the Town Board, now or in the future, and no liability on account thereof shall be incurred by the Town beyond such monies.

4. **RECORDS/ACCOUNTS:** The Organization agrees to keep, and upon request, make available to the Town, its financial and other records of the funds paid to it and the services performed by it hereunder. The Organization agrees to furnish accounts of its disbursements of the funds paid to it by the Town, verified by invoices or such other detail as may be required by the auditor for the Town. The Organization agrees to furnish to the Town any independent auditor's report made for it or for another and available to it which reflects the receipt and use of funds to it hereunder within sixty (60) days after receipt of the report.

5. **AUDIT:** Any expenditure of funds paid to it by the Town and determined by audit to be inappropriate with the purpose stated herein shall be disallowed and subject to refund. The Town agrees that no refund shall be sought for any expenditure made at the request of the Town or which had been previously reviewed by an official or officials of the Town, acting with apparent authority to determine the appropriateness of the expenditure and believed at the time to be appropriate.

6. **REFUND:** The Organization agrees to refund to the Town any unused amount of money paid to it hereunder unencumbered by any current operating expenses. In the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the amount refunded by the Organization to the Town under the provisions of this paragraph shall be that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the Town bears to the total revenue of the Organization. Upon a showing that such a refund would cause hardship to the Organization, the Town Board may authorize the Organization to retain any funds which it would otherwise be required to refund to the Town under this paragraph if the Town Board determines that such retention is in the public interest and is consistent with the purpose and intent of this Agreement.

7. **INDEMNIFICATION AND RELEASE:** The Organization agrees to hold the Town harmless from any liability as a result of its activities, including activities in furtherance or execution of the purposes stated herein, and to maintain insurance throughout the term of this Agreement in an amount sufficient to indemnify the Town for all losses resulting from claims, demands, suits or judgments for bodily injury or property damage arising out of the performance of the Organization's obligations under this Agreement. Upon a showing that the acquisition or maintenance of insurance coverage as required by this paragraph would cause an undue hardship to the Organization, the Town Board may, in the public interest, and consistent with the purpose and intent of this Agreement, waive such requirement or request other security in lieu thereof.

8. **APPLICABLE LAWS:** The Organization agrees to comply with all applicable laws of the State of New York and the United States, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

9. **VERIFICATION:** The Organization shall be fully accountable for its performance under this contract and it and its officers agree to answer all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, town, state or federal agency or body empowered to investigate this

contract or its performance. The Organization shall within one hundred twenty (120) days after the close of the Organization's fiscal year submit to the Town a report of its activities for the preceding year.

10. ASSIGNMENT: Neither this contract nor any rights or obligations hereunder may be assigned by the Organization without the express written consent of the Town.

This Agreement is made and executed pursuant to a resolution adopted by the Town Board of the Town of Elma on February 23, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF ELMA

By _____
WAYNE A. CLARK, Supervisor

THE BOYS & GIRLS CLUB OF ELMA,
MARILLA & WALES

By _____
TRACEY KARP, Executive Director

AGREEMENT

AGREEMENT made this 23rd day of February 2022, by and between

TOWN OF ELMA
1600 Bowen Road
Elma, New York 14059

hereinafter referred to as the "TOWN", and

VETERANS OF FOREIGN WARS #5861
Elma, New York 14059

hereinafter referred to as the "ORGANIZATION".

WHEREAS, the Organization is furnishing services for the public benefit of the residents of the Town, including: sponsoring, implementing and providing a VFW Post,

WHEREAS, the Town Board of the Town of Elma, pursuant to the authority granted to it has appropriated the sum of TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$2,500.00) to the Organization to provide such services for the benefit of the residents of the Town for the 2022 calendar year,

NOW THEREFORE, in consideration of the promises mutually made and contained herein, the parties do hereby agree as follows:

1. SERVICES: The organization agrees to maintain and provide the services enumerated above for the public benefit of the residents of the Town for the 2022 calendar year. The Organization shall apply funds received from the Town under this contract only to provision of the services specified herein and no funds granted under this contract shall be applied to any purpose other than that which is provided in this Agreement.
2. PAYMENT: In consideration for such services, the Town agrees to pay to the Organization, subject to the terms and conditions contained herein the sum of TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$2,500.00) upon execution of this contract.
3. This contract shall be deemed executory only to the extent of monies available to the Town for the performance of the terms hereof and appropriated by the Town Board, now or in the future, and no liability on account thereof shall be incurred by the Town beyond such monies.
4. RECORDS/ACCOUNTS: The Organization agrees to keep, and upon request, make available to the Town, its financial and other records of the funds paid to it and the services performed by it hereunder. The Organization agrees to furnish accounts of its disbursements of the funds paid to it by the Town, verified by invoices or such other detail as may be required by

the auditor for the Town. The Organization agrees to furnish to the Town any independent auditor's report made for it or for another and available to it which reflects the receipt and use of funds to it hereunder within sixty (60) days after receipt of the report.

5. **AUDIT:** Any expenditure of funds paid to it by the Town and determined by audit to be inappropriate with the purpose stated herein shall be disallowed and subject to refund. The Town agrees that no refund shall be sought for any expenditure made at the request of the Town or which had been previously reviewed by an official or officials of the Town, acting with apparent authority to determine the appropriateness of the expenditure and believed at the time to be appropriate.

6. **REFUND:** The Organization agrees to refund to the Town any unused amount of money paid to it hereunder unencumbered by any current operating expenses. In the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the amount refunded by the Organization to the Town under the provisions of this paragraph shall be that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the Town bears to the total revenue of the Organization. Upon a showing that such a refund would cause hardship to the Organization, the Town Board may authorize the Organization to retain any funds which it would otherwise be required to refund to the Town under this paragraph if the Town Board determines that such retention is in the public interest and is consistent with the purpose and intent of this Agreement.

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8. **APPLICABLE LAWS:** The Organization agrees to comply with all applicable laws of the State of New York and the United States, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

9. **VERIFICATION:** The Organization shall be fully accountable for its performance under this contract and it and its officers agree to answer all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, town, state or federal agency or body empowered to investigate this contract or its performance. The Organization shall within one hundred twenty (120) days after the close of the Organization's fiscal year submit to the Town a report of its activities for the preceding year.

10. ASSIGNMENT: Neither this contract nor any rights or obligations hereunder may be assigned by the Organization without the express written consent of the Town.

This Agreement is made and executed pursuant to a resolution adopted by the Town Board of the Town of Elma on February 23, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF ELMA

By _____
Wayne A. Clark, Supervisor

Elma VFW Post # 5861

By _____
Fred Streif, Commander



STRATEGIC
DEVELOPMENT SPECIALISTS

February 18, 2022

Mr. Wayne A. Clark
Town Supervisor
Town of Elma
1600 Bowen Road
Elma, New York 14059

Re: Retainer Agreement Extension

Dear Supervisor:

This letter will amend our current agreement with a termination date of March 1, 2022 between Strategic Development Specialists, LLC and the Town of Elma. It is agreed the parties will continue the Agreement for a term of twelve (12) months through March 1, 2023. All other terms of the contract remain in force and effect.

Please sign this letter where indicated on the bottom and return to me via electronic mail.

Respectfully,

STRATEGIC DEVELOPMENT SPECIALISTS, LLC

Leann I. West

TOWN OF ELMA

By: _____

Wayne A. Clark, Town Supervisor

INTEROFFICE MEMORANDUM

TO: ALL EMPLOYEES

FROM: KERRY

SUBJECT: DEPENDENT CARE & HEALTHCARE FSA

DATE: 2/11/22

The town has decided to offer two flexible spending accounts to the employees, the first is a Healthcare FSA and the other is a Dependent Care FSA. The plans will go into effect as of April 1, 2022, and run through December 31, 2022, and then start over again at the beginning of next year for the whole calendar year.

In a short description the plans are set up for the employee to contribute more before taxes in one of these accounts and then you can submit bills for reimbursement. There is a list of what expenses are eligible to be paid for out of either account. We can address this when we have a meeting.

If you are not aware of what the advantages are or would like to know more information, we are looking to have a meeting soon on this. Please let me know if you have an interest in learning more about flexible spending accounts.