

**Resolution Authorizing the Town of Elma to Join  
the Erie County Energy Aggregation**

**WHEREAS**, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually; and

**WHEREAS**, Section 119-N of the General Municipal Law defines the term “Municipal Corporation” to mean a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, fire district or a school district; and

**WHEREAS**, it has been determined that the Town of Elma can save money by the joint purchasing of energy; and

**WHEREAS**, the Town of Elma has determined that it may purchase energy through the use of a marketing firm, individually or through an energy cooperative;

**NOW THEREFORE BE IT RESOLVED** that the Town of Elma would like to participate in the Erie County Energy Aggregation by authorizing the Supervisor to execute the attached Electric and Natural Gas Co-Operative Purchasing Agreements for said Aggregation indicating the Town of Elma will agree to be bound thereby.

The Town of Elma is accepting sealed bids for the purchase of (2) Roll Off Recycling Containers. Sealed bids to be received at the Elma Town Hall, Town Clerk's Office, 1600 Bowen Road, Elma, NY prior to 1 p.m. June 9, 2022. Any questions please call Howard Diehl at the Highway Garage at 716-652-2515.

Bids to be opened at 1:00 p.m. June 9, 2022, at the Elma Town Hall, 1600 Bowen Rd. The Town Board reserves the right to refuse any and all bids.

Containers are to be new, never used.  
Delivered to 1700 Bowen Rd. Elma, NY 14059

To be constructed as follows:  
Minimum of 20 Cubic Yards

**Main Rails -**  
22Ft in length  
Minimum of 2" x 6" x 1/4" steel

**Cross Members -**  
3" Structural steel on 16" center

**Sides -**  
Minimum 12 Gauge steel with (4) 30"x30" poly sliding doors per side  
Minimum 3" x 5" channel iron supports on 24" centers

**Roof -**  
12" Hip

**Ground Wheels -**  
(4) Minimum of 8" x 6" mounted on 1 1/2" axle with grease fittings

**Nose Rollers -**  
(2) Minimum 4" x 6" with grease fittings

**Bull Nose -**  
Minimum 1 1/4" Steel  
Cable Hook

**Tail Gate -**  
12 Gauge steel designed to match 12" hip roof  
Side swing with lever latch and safety chain  
Minimum 2 hinges with minimum 1.25" pins with grease fittings

**Floor -**  
Minimum 3/16<sup>th</sup> Steel

**Top Rail -**  
Minimum 3" x 3" - 11 Gauge Steel

**Finish -**  
Dark Green Exterior  
Primed Interior

**ERIE COUNTY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS  
95 FRANKLIN STREET, ROOM 1400  
BUFFALO, NEW YORK 14202**



**INTERMUNICIPAL MEMORANDUM**

**TO:** Town of Elma  
1600 Bowen Road  
Elma, New York 14059

**FROM:** Annette Juncewicz, DPW Contract Administrator *FOR*  
William Geary, Commissioner, Erie County Department of Public Works

**DATE:** May 5, 2022

**RE:** Snow Removal and Ice Control Agreement 2022-2025  
**INSTRUCTIONS!**

The following items are required for participation in the **2022-2025 Snow Removal and Ice Control Agreement with Erie County.**

- 2 copies of certified Resolutions** from your legislative body to participate and enter into the Agreement for the period of September 1, 2022 through August 31, 2025.
- 2 signed original, notarized Agreements**
- 2 signed Exhibit A Lane Mile Confirmation**, please update the emergency information on bottom of Exhibit A. *Include your MUNICIPAL 24-hour contact as per Section 4.*
- Insurance certificate, Exhibit C, as per Section 9.** Please follow Exhibit C instructions under Classification G: Public Entity Contract or the sample provided.

Return all of the above documents to my attention at the address listed above. A copy of the fully executed agreement will be mailed to you.

Please note that you are responsible for submitting a Municipal Executive signed invoice (on Municipal Letterhead, **sample enclosed**) with the required support documentation, i.e. **Exhibit B Form SI-7ECrev**, prior to payment schedule due date for timely processing.

If you have any questions, please call me at 858-8373.



**ERIE COUNTY 2022-2025**  
**INTERMUNICIPAL SNOW REMOVAL AND ICE**  
**CONTROL AGREEMENT**

THIS INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT (this "Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York having its offices at 95 Franklin Street, Buffalo, New York, (hereinafter referred to as the "County") and the **TOWN OF ELMA**, a municipal corporation within the County of Erie, having its offices at **1600 BOWEN ROAD, ELMA**, New York, (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the County owns, operates, and maintains a highway system located throughout the towns and villages of the County; and

**WHEREAS**, the County's Department of Public Works is responsible for administering and supervising all County related highway work, including the removal of snow and control of ice on County roadways; and

**WHEREAS**, the County wishes to contract with the Municipality for the removal of snow and control of ice on certain County roadways defined herein; and

**WHEREAS**, the Municipality has appropriate personnel and equipment to properly maintain County roadways for the purposes of snow removal and ice control; and

**WHEREAS**, on \_\_\_\_\_, 2022, the Municipality's Board approved a resolution in support of the Municipality contracting with the County for snow removal and ice control services; and

**WHEREAS**, on **April 7, 2022**, the Erie County Legislature approved resolution Comm. **6E-13** supporting the arrangement described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and consideration contained herein, the County and the Municipality (collectively the "Parties") agree as follows:

1. **RECITALS**: The foregoing Recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS**: Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
  - a. **Snow Season** shall be defined as beginning on September 1<sup>st</sup> and ending of April 30<sup>th</sup> of the following calendar year

- b. **Lane Mile** shall mean a portion of any County road which is one mile long and of sufficient width to allow for the safe passage of a vehicle. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes.
  - c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
  - d. **Push Back** after storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
  - e. **Shelving/Benching** additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting guide rail.
  - f. **Extra Work** (requires prior approval of ECDPW) the removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers or heavy dump trucks are usually used for this purpose.
  - g. **Municipal Executive** shall mean the Municipality's Mayor, Supervisor, Administrator, Highway Superintendent or DPW Commissioner.
3. **TERM:** The term of this Agreement shall be for a three-year period beginning on **September 1, 2022 and expiring on August 31, 2025** and will include three (3) Snow Seasons. This Agreement shall be reviewed annually in accordance with paragraph 10 of this Agreement. This Agreement may be extended at the request of the County with the approval of the Municipality. The Parties agree that they will commence discussion or negotiations pertaining to the extensions or renewal of this Agreement, whether in whole or in part, beginning **March of 2025**.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on County roads, together with all necessary labor, equipment and materials. The Municipality agrees to Remove snow and to control ice and snow on the County roads, hereinafter listed on **Exhibit A**.

The Municipality will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roadways. The Municipality shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

At all times, the County reserves the right to call out the Municipality to Remove and/or clear snow and ice and the Municipality hereby agrees to respond within a reasonable period of time. Both Parties shall **designate a 24-hour contact person**, with whom the County or the Municipality will contact in the event that either Party determines it is necessary to call out the other.

The Municipality will notify the County, in writing, when a higher level of snow removal is potentially required. The County will have a written response to the Municipality within twenty-four (24) hours of such notification as to whether or not the County is going to do the work themselves or have the Municipality do the higher level of snow removal. If the County District Engineer orders the work, with the approval of the County's Commissioner of Public Works, and the Municipality satisfactorily performs the work, the Municipality will be compensated by the County as follows:

- Labor shall be billed at the applicable Municipal rate; and
- Equipment will be billed at the present FEMA rates for such equipment.

In the event the Municipality does not perform as required per Section 2 of this Agreement, the County and the Municipality will be required to meet, as soon as possible, within ten (10) business days to settle the dispute.

5. **LANE MILES:** The schedule of County roads and number of Lane Miles that are subject to this Agreement are attached hereto and incorporated herein as **Exhibit A: Lane Mile Confirmation**. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes. The number of Lane Miles for which compensation shall be paid hereunder is as set forth on **Exhibit A**.
6. **REPORTING REQUIREMENTS:** The Municipality agrees to complete daily log reports evidencing the work performed under this Agreement, a copy of which is attached hereto as **Exhibit B: Form SI-7ECrev**. The invoices, signed by the Municipal Executive, shall be submitted with the supporting documentation at least forty-five (45) days in advance of payment, as listed below in paragraph 7.
7. **PAYMENT:** The County agrees to reimburse the Municipality for services each year, subject to the terms and conditions enumerated herein, in the form of two (2) payments, payable as follows:

**\$4,693.86 for the 2022 – 2023 Snow Season, beginning September 1, 2022 through August 31, 2023:**

\$2,346.93 x number of Lane Miles in Exhibit A by December 15, 2022; and  
\$2,346.93 x number of Lane Miles in Exhibit A by April 15, 2023.

**\$4,881.61 for the 2023 – 2024 Snow Season, beginning September 1, 2023 through August 31, 2024:**

\$2,440.80 x number of Lane Miles in Exhibit A by December 15, 2023; and  
\$2,440.81 x number of Lane Miles in Exhibit A by April 15, 2024.

**\$5,076.88 for the 2024 – 2025 Snow Season, beginning September 1, 2024 through August 31, 2025:**

\$2,538.44 x number of Lane Miles in Exhibit A by December 15, 2024; and  
\$2,538.44 x number of Lane Miles in Exhibit A by April 15, 2025.

Payments shall be made on invoices submitted by the Municipality to the County's Department of Public Works ("Department"). The invoices shall be signed by the Municipal Executive and shall be submitted to the Department at least forty-five (45) days in advance of payment, as listed above.

8. **INDEMNIFICATION**: To the fullest extent permitted by law, the Municipality agrees that it will, at its own expense, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. The County agrees that it shall provide timely notice to the Municipality of any claim, action of proceeding, which may be filed or commences against the County by reason of the performance of such work.
9. **INSURANCE**: As a part of its obligation to indemnify, defend and hold harmless the County, its officers, agents and employees, as set forth above, the Municipality agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the County as an additional insured, as described in **Exhibit C: County of Erie Standard Insurance Certificate and Instructions, Classification G**, which is attached hereto and incorporated herein.

In lieu of the foregoing, the Municipality may furnish satisfactory evidence of a self-insurance plan acceptable to the Erie County Attorney and/or Risk Management.

10. **AMENDMENT/TERMINATION**: Any modifications made to the terms of this Agreement which are mutually agreed upon by the Parties, in writing, shall become effective immediately, or as otherwise agreed.

Prior to the commencement of each Snow Season, the County will annually notify the Municipality, in writing, of any proposed modification(s) to this Agreement by September 1<sup>st</sup>. It is understood and agreed by the Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Municipality and made a part hereof, except that in the event that the Municipality does not concur with the modification, the Municipal Executive may submit a letter of dispute to the County within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence.

The Municipality and the County shall attempt to resolve the matter. If a resolution is unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1<sup>st</sup> of each year. In the event a request to terminate is made after October 1<sup>st</sup>, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by the Parties.

11. **EXECUTORY**: It is understood by the parties that this Agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability shall be incurred by the County beyond the monies available and appropriated for these purposes.
12. **SUCCESSORS**: This Agreement shall bind the successors, assigns and representatives of the Parties hereto.
13. **ASSIGNMENT**: This Agreement shall not be assigned without the written permission of the County.
14. **WAIVER**: Failure of any of the Parties to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon a recurrence of violation of such rights or event of default.

15. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
16. **ENTIRE AGREEMENT:** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

**COUNTY OF ERIE**

**MUNICIPALITY**

By: \_\_\_\_\_  
 Mark Poloncarz/Maria Whyte  
 County Executive/Deputy County Executive

By: \_\_\_\_\_  
 Name:  
 Title:

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

By: Electronically Signed  
 William E. Geary, Jr., Commissioner  
 Department of Public Works

By: Electronically Signed  
 Kristen M. Walder  
 Second Assistant County Attorney

Document # \_\_\_\_\_-PW

**FOR THE MUNICIPALITY:**

State of New York} ss.  
 County of Erie}

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_, to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

\_\_\_\_\_  
 Notary Public



# Town of Elma

## 2022-2025 ERIE COUNTY SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Elma  
1600 Bowen Road  
Elma, NY 14059

County Road Number	Street Name	FROM	TO	MILES	Lane Miles
330	Bullis Road	Bowen Road	Transit Road	3.07	6.14
334	Creek Road	Jamison Road	Stolle Road	1.55	3.10
336	Girdle Road	Clinton Street	Rice Road	5.13	10.26
	Girdle Rd	Rice Road	Town Line		
333	Hall Road	Ransom Road	Bowen Road	2.52	5.04
172	Hemstreet Road	Potenville Road	Jamison Road	1.41	2.82
460	Milestrip Road	Old Transit Road	Willardshire Road	0.29	0.58
327	North Blossom Road	Bullis Road	Clinton Street	1.50	3.00
362	North Davis Road	Willardshire Road	Seneca Street	2.72	5.44
95	Pound Road	Seneca Street	Bullis Road	1.26	2.52
140	Rice Road	Seneca Street	Girdle Road	3.56	7.12
337	Schwartz Road	Clinton Street	Hall Road	0.61	1.22
325	Main Street (Seneca Creek)	Transit Road	North Blossom	0.48	0.96
334	Stolle Road	Clinton Street	Creek Road	2.57	5.14
528	West Blood Road	Potenville Road	Seneca Street	3.90	7.80
377	Willardshire Road	Stoneybrook	Transit Road	1.61	3.22
328	Winspear Road	Bullis Road	Clinton Street	1.57	3.14
<b>Total</b>				<b>33.75</b>	<b>67.50</b>

**Erie  
County  
Highway  
Maintenance  
District 1/4**

### UPDATE INFO BELOW, 24 HR CONTACT REQUIRED BY CONTRACT

VERIFIED BY: \_\_\_\_\_ MUNICIPALITY REPRESENTATIVE SIGNATURE

VERIFIED BY: \_\_\_\_\_ ERIE COUNTY REPRESENTATIVE

Position Name	Supervisor	Clerk	Engineer	Highway Superintendent	24 HOUR CONTACT
	Wayne A. Clark	Patricia King	James Wyzkiewicz, P.E.	Howard E. Diehl	
Address	See Above	See Above	See Above	2170 Bowen Road Elma, NY 14059	
Phone (Office)	652-3260	652-3260	652-6779	652-2515	
Phone (Home)				587-1366	
Phone (Cell/Mobile)				652-3560 (Tr Hall)/2515	
Pager				highwaydept@	
Fax	652-3560	652-3660			
E-mail	supervisor@	townclerk@			
			@elmanewyork.com		

(Hemstreet Road) Portion in the Town of Marilla (North Davis Road Portion in the Town of Aurora  
(Hall Road) Portion in the Town of Lancaster

**EXHIBIT B**

**ERIE COUNTY SNOW & ICE EQUIPMENT OPERATOR'S REPORT**  
 For Control of Snow and Ice on Erie County Roads, Agreement Section: *SIXTH*  
 FORM SI-7ECrev

1. Municipality Name:	3. Date:
5. Equipment Number:	

HOURS WORKED WITH THIS EQUIPMENT			COUNTY ROUTES	SEE ITEM CODES & DESCRIPTION BELOW			MATERIAL USED (EST)	
10. Regular	11. OT Hold Over	12. OT Call Out	10. Routes Worked On:	16. Work Code	17. S&I Event	18. Highway Condition	23. Code & Ratio	24. Quantity (EST)

26. Supervisor's Signature and Title: \_\_\_\_\_

**USE BELOW & BACK OF FORM FOR DETAILS ON WEATHER CONDITIONS AND TEMPERATURES, HIGHWAY CONDITIONS, ACCIDENT NOTES, ETC.**

Item 16. Work Function Code		Item 17. Snow & Ice Event		Item 18. Highway Conditions		Item 23. Material Used (ESTIMATE)			
Code	Description	Code	Description	Code	Description	Code	Description	Quantity	
A00	Haul Materials	J05	Install S&I Markers	LS	Light Snow	SN	Snow Covered	10	-Salt (NaCl) C.Y.*
A11	Maintain Field Operations	J05	Storm Preparedness	LMH	Light Snow/Some MH	SL	Slush	17	NaCl+MAGic C.Y.*
A12	Supervisory Patrolling	J07	Materials Mixing	MH5	Moderate/Heavy Snow	HI	Icy	16	S&I Brine Gal
B00	Load Materials (not by drive)	J05	Spot Treat, OPP	FR	Freezing Rain	SS	Slippery Spots	19	CaL Chloride (Flake) Lbs.
B99	Unload Materials	J05	Spot Treat, TPP	SL	Sleet	P	Pack	11	Calcium Chloride Gal.
C61	Sweep/Salt Propelled	J10	Routine Bunching (Truck, Grader only)	FBI	Frost/Blackice	W	Wet	13	Magnesium Chloride Gal
C62	Sweep/Drawn Boom	J11	Other S&I Cleanup (Snowblower)			D	Dry	16	MAGic Gal.
G01	Clear Culverts, etc	J51	Remove Hard Pack					04	Sand (Unmixed) C.Y.*
H38	Clear Bridges, etc	J71	Snow Fence (Install/Remove)					07	Mix (Sand/Salt?) C.Y.*
J01	Flow/Spread OPP							09	Other ( ) C.Y.*
J02	Flow/Spread TPP							20	Snow Fence L.F.

NOTE: OPP = One Person Crew; TPP = Two Person Crew

\*or tons, if information is from ground speed controller

**NOTES:** \_\_\_\_\_

\_\_\_\_\_

# STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY  
CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

**I HEREBY CERTIFY**, That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of April, 2022 A.D., a Resolution was adopted, of which the following is a true copy:

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2022 through August 31, 2023	\$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	\$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	\$5,076.88 per lane mile

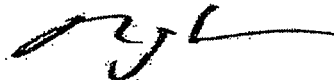
and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE:                    COMM. 6E-13 (2022)

ATTEST



ROBERT M. GRABER  
Clerk of the Legislature of Erie County

# SAMPLE INVOICE

PLACE ON MUNICIPAL LETTERHEAD

## 2022-2025 Municipal Snow & Ice Removal INVOICE: Year 1, First Half Payment

Date:

Bill To: Erie County Department of Public Works, Division of Highways  
95 Franklin Street, Room 1400  
Buffalo, NY 14202

Attention: 2022-2025 Snow Removal & Ice Control Agreement

Billing Period: September 1, 2022 through March 31, 2023

2022-2023 Snow Season Total Amount \$ 4,693.86 x [insert your LM] = \$

Amount Due This Invoice, 1<sup>st</sup> HALF \$ 2,346.93 x [insert your LM] = \$

MUNICIPAL EXECUTIVE (MAYOR/SUPERVISOR) ERIE COUNTY

\_\_\_\_\_  
(Signature/Date)

(PRINT NAME)

(MUNICIPALITY)

(MUNICIPAL ADDRESS)

(MUNICIPAL CITY STATE ZIP)

\_\_\_\_\_  
Erie County Department of Public Works

(Attach Form(s) SI-7ECrev, Exhibit B, to invoice as required by your Agreement)



April 29, 2022

Mr. Wayne Clark, Supervisor  
Town of Elma  
1600 Bowen Road  
Elma, NY 14059

Sent via: [supervisor@elmanewyork.com](mailto:supervisor@elmanewyork.com)

**RE: Proposal for Engineering Report/EFC Listing  
Elma Meadows Wastewater Treatment Plant  
Town of Elma, New York**

Dear Mr. Clark:

Based on our discussions, EDR is pleased to submit a proposal to develop an Environmental Facilities Corporation (EFC) report and listing form. These documents are necessary to position the Town for potential infrastructure funding. EDR will perform the following tasks:

1. Supplement the existing Elma Meadows Wastewater Treatment Plant alternate memorandum and convert to an approvable EFC report.
2. Perform Environmental and Cultural (including a Phase 1A) reviews.
3. Develop the EFC listing form for the Town and submit to EFC utilizing NYS access portal.

EDR will perform the above services for a professional fee of \$13,500.

If you have any questions, please contact us.

Sincerely,

Michael E. Tamblin, PE  
Principal



April 29, 2022

Mr. Wayne Clark, Supervisor  
Town of Elma  
1600 Bowen Road  
Elma, NY 14059

*Sent via: supervisor@elmanewyork.com*

**RE: Design Documents Proposal  
Briggswood Wastewater Treatment Plant  
Town of Elma, New York**

Dear Mr. Clark:

Based on information received from the Town of Elma, EDR is pleased to submit a proposal to provide design documents to install a new septic tank at the Briggswood Wastewater Treatment Plant. EDR will perform the following tasks:

1. Utilize existing drawings to indicate the location and size of the new septic tank.
2. Submit a design letter and documents stamped by a Licensed Engineer to regulatory agencies for approval.

EDR will perform the above services for a professional fee of \$3,900.

If you have any questions, please contact us.

Sincerely,

Michael E. Tamblin, PE  
Principal