

McCarthy, Karen

From: Barbara Miller-Williams <barbaramillerwilliams@gmail.com>
Sent: Wednesday, December 09, 2015 11:11 AM
To: McCarthy, Karen
Subject: Correspondence from Elim Community Corporation
Attachments: Elim Community Corp - EXHIBIT B.PDF; Elim Community Corp - PBS PAGE 1.PDF

From: "Miller-Williams, Barbara" <Barbara.Miller-Williams@erie.gov>
Date: December 3, 2015 at 3:26:03 PM EDT
To: "elimCcorp@gmail.com" <elimCcorp@gmail.com>

Thank you for the email message. I am trying to help all groups that I advocated for this year to receive the allocated funding. Your group was on the list for not completing the process to receive funding for a community summer youth program. My concern is that the unspent funds will drop into the general fund category after December 31, 2015. I was also informed that you would not be seeking the funds for the summer program this year. The transfer of the funds were discussed on the Leg Agenda today and were not approved based on unanticipated comments made by Leg Grant. I sincerely do not want to have a potential debate with her on the Chambers Floor. It is embarrassing for our community and we can certainly work things out to benefit our youth. I am trying to help your group access funds without losing the allocation. If it continues to be a problem, I will request the Resolution be received and filed to maintain peace. Please call me tomorrow. Thank you.

Sent from my iPhone

On Dec 3, 2015, at 3:07 PM, Elim Community Corporation <elimccorp@gmail.com> wrote:

Dear Legislator Williams,

I have attached the email requesting additional documentation to receive the funding you allocated to Elim Community Corporation. I forwarded the request to board president for missing documents to no avail.

My original request for funding was for an after school program which operated in May and June.

In addition We did however operate an after school mentoring program for 10 months during the school year. We also conducted a 6 week summer program July and August.

We spent well over \$5,000.00 that was not reimbursed from any grant source on all three programs.

Sincerely,

Sheila Wallace

Sent from my iPhone

Begin forwarded message:

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From: "Braciak, Joan" <Joan.Braciak@erie.gov>

Date: June 22, 2015 at 4:46:08 PM EDT

To: "elimCcorp@gmail.com" <elimCcorp@gmail.com>

Subject: **Need Additional Information --2015 Erie County Public Benefit Services Contract - Elim Community Corporation**

Hello Ms. Wallace,

In reviewing the Public Benefit Services Contract and required documents submitted for Elim Community Corporation, additional documents are needed to process the contract with Erie County. I have attached the contract's page 1 and Exhibit B page from the contract for your reference.

Please review the items below and submit them to my attention.

- 1) **Exhibit A – SCOPE OF WORK**. This needs to be prepared by your organization and submitted within the contract. This is also referenced in the contract's Paragraph 1 on page 1.
- 2) **Exhibit B, REPORTING REQUIREMENTS**. There is a listing of the eight (8) requirements that are necessary to process the contract and to award the 2015 funding from Erie County. This is also referenced in the contract's Paragraph 2 on page 1.
- 3) **SECOND PAYMENT INVOICE**. Please change the date of the second invoice from July 15, 2015 to **June 15, 2015**. The Invoice needs to be dated thirty days ahead of the payment date (July 15) for our accounting purposes.

The required documents should be mailed to me as follows:

Erie County Department of Environment and Planning
ATTN: Joan Braciak
Rath County Office Building
95 Franklin Street
Buffalo, NY 14202

Should you have any questions, please contact via email at Joan.Braciak@erie.gov or by phone at 858-4748.

Thank you,

Joan Braciak

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REPORTING REQUIREMENTS

The Organization must submit the items listed below to the Department of Environment and Planning with their 2015 Contract. In the event a particular item is not available, please provide a detailed explanation. This will then be reviewed by the Department of Environment and Planning and the Erie County Department of Law to determine the status of further contract processing.

1. Bylaws;
2. 2015 Proposed Operating Budget;
3. 2015 Proposed Cash Flow Statement;
4. Most recently filed New York State Annual Filing for Charitable Organizations (CHAR500) and all supplementary schedules;
5. Board-approved Strategic Plan;
6. 2014 calendar year financial statements (audited or unaudited);
7. Cash flow financial statements for 2014; and
8. Balance sheet showing assets and liabilities.

NOTE: If your Organization's 2014 calendar year financial statements are unaudited at the time you are requesting your first payment, include a statement from either the Executive Director or Chair stating:

I, the undersigned, do hereby certify based on my knowledge, the information provided herein:

- *Is accurate, correct and does not contain any untrue statement of material fact;*
- *Does not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and*
- *Fairly presents, in all material respects, the financial condition and results of operations of the authority as of and for the periods presented in the financial statements.*


[Signature of Executive Director or Chair]
Name: Stephanie Beker
Date: July 15, 2015

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PUBLIC BENEFIT SERVICES CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2015, effective through December 31, 2015, by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and **ELIM COMMUNITY CORPORATION** (the "Organization"), a not-for-profit corporation, having its principal place of business at 70 Chalmers Avenue, Buffalo, 14214.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2015 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 21 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Five Thousand Dollars (\$5,000.00) payable as follows:

50% thereof or \$2,500.00 within 60 days of the execution of this Contract; and
50% thereof or \$2,500.00 on July 15, 2015.

Payments shall be made on two separate invoices submitted to the Erie County Department of Environment and Planning (the "Department") and approved by the Department. The Department will approve payments once it has received required supporting documentation as described in **Exhibit B** as "Reporting Requirements And Additional Understandings". The invoice for first payment should be dated the same date as the Contract signed by the Organization. The second invoice is to be dated June 15, 2015 for that payment to be issued.

If, in order to perform its obligations under this Contract on a timely basis, the Organization requires the use of an additional part of said amount prior to such payment dates, the County may, upon approval of the Budget Director, pay to the Organization from time to time such amounts as the Budget Director may determine.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the