

APPROVAL OF MINUTES

2021-305

Joseph Duffy

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, October 25, 2021.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2021-306

Council as a Whole

Receive communication from the City Manager and act on resolution announcing the personnel actions for the City of Elmira, whereby Chantal M. Speed has been appointed to the position of Senior Account Clerk effective October 5, 2021, at an annual salary of \$33,678; Joel E. Brooks has been appointed to the position of Public Works Specialist I, effective October 18, 2021, at an hourly rate of \$17.10; Amanda R. Wandell has been appointed to the position of Finance Director in the Department of Community Development, effective October 25, 2021, at an annual salary of \$51,716; Dillon J. May has been appointed to the position of Public Works Specialist I, effective October 25, 2021, at an hourly rate of \$17.10; John M. Everett has been appointed to the position of Police Officer, effective November 1, 2021, at an annual salary of \$49,612; and James R. Tice has been appointed to the position of Solid Waste Specialist I, effective November 1, 2021, at an hourly rate of \$17.10, and placing same on file.

RESOLUTIONS

2021-307

Mayor Mandell

Act on resolution awarding a grant to Empire Long Distance Corporation a/k/a Empire Access as the firm best suited to conduct a broadband infrastructure program for the residents of and businesses located in the City; said grant to be in the amount of \$500,000 to be funded under the American Rescue Plan Act.

2021-308
Mayor Mandell

Act on resolution adopting three policy statements under the "Standard Title VI/Non-Discrimination Assurances" required by the United States Department of Transportation which provides financial assistance for certain projects undertaken by the City, adopting the three policy statements, copies of which are attached hereto, and authorizing the Mayor to sign these policy statements.

AGREEMENTS

2021-309
Mayor Mandell

Receive communication from the City Manager and act on resolution approving an independent contractor consulting agreement between the City and T2 Professional Consulting, LLC (T2) for a five-year term at a cost to the City in the first year of \$14,2500.00 with an annual maintenance fee of \$2,000.00 of each remaining four years of the agreement, a copy of which agreement is attached hereto and approving a Master Software as a Service (SaaS) License Agreement with PM AM Corporation for software application service in conjunction with the T2 consulting agreement for a five-year term, the aggregate fee to be paid by the City for the initial term being \$36,112.50, a copy of which license agreement is attached hereto; said agreements subject to Corporation Counsel approval.

2021-310
Nan Moss

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a Revocable License to continue an encroachment of a house located at 605 Chester Street into a portion of Neilly Place owned by of the Estate of Gary J. Wilson and its successors, as more specifically shown on the attached survey map; said License to be subject to Corporation Counsel approval.

2021-311
Joseph Duffy

Receive communication from the City Manager and act on resolution accepting the bid of and awarding a contract to Great Lakes Tree Services as the lowest bidder meeting bid specifications, to provide the removal of ash and spruce trees at the Mark Twain Golf Course, in the amount of \$14,850.00 and authorizing the Mayor to execute an agreement; said agreement subject to Corporation Counsel approval.

2021-312
Brent Stermer

Receive communication from the City Manager and act on resolution approving the extension of the City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping to provide property maintenance work (abatelements) for one additional year through September 30, 2022, upon the same terms and conditions of the existing contract; and authorizing the Mayor to execute any and all documents necessary to effect the extension.

OVERTIME REPORTS

2021-313
Council as a Whole

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 18, 19, and 20 of 2021 in the amount of \$81,352.85.

2021-314
Council as a Whole

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 21 and 22 of 2021 in the amount of \$56,533.58.

AUDITS

2021-315
Council as a Whole

Act on Downtown Revitalization Initiative Program Audit.

2021-316
Council as a Whole

Act on Community Development Block Grant Program Audit.

2021-317
Mayor Mandell

Act on Audit - ARP Property Rehab Program

2021-318
Mayor Mandell

Act on Audit - ARP Non Profit Program

2021-319
Mayor Mandell

Act on Audit - ARP Business Program.

2021-320
Council as a Whole

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2021-321

Act on resolution to adjourn.

Nan Moss

Respectfully Submitted,

A handwritten signature in black ink that reads "Angela J. Williams". The signature is written in a cursive style with a large, looping initial 'A'.

Angela J. Williams
City Clerk

Elmira City Council



Agenda Summary: Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, October 25, 2021.

Resolution Number: 2021-305

Sponsor: Joseph Duffy

ATTACHMENTS

[Beginning Nov 8.docx](#)

November 8, 2021

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 8th day of November, 2021.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2021- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held October 25, 2021, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:

Receive communication from the City Manager and act on resolution announcing the personnel actions for the City of Elmira, whereby Chantal M. Speed has been appointed to the position of Senior Account Clerk effective October 5, 2021, at an annual salary of \$33,678; Joel E. Brooks has been appointed to the position of Public Works Specialist I, effective October 18, 2021, at an hourly rate of \$17.10; Amanda R. Wandell has been appointed to the position of Finance Director in the Department of Community Development, effective October 25, 2021, at an annual salary of \$51,716; Dillon J. May has been appointed to the position of Public Works Specialist I, effective October 25, 2021, at an hourly rate of \$17.10; John M. Everett has been appointed to the position of Police Officer, effective November 1, 2021, at an annual salary of \$49,612; and James R. Tice has been appointed to the position of Solid Waste Specialist I, effective November 1, 2021, at an hourly rate of \$17.10, and placing same on file.

Resolution Number:

2021-306

Sponsor:

Council as a Whole

ATTACHMENTS

[Personnel Actions Nov 8.docx](#)

November 8, 2021

**FOR THE AGENDA
COMMUNICATION**

To The Honorable Mayor and Councilmembers

Dear Councilmembers:

This is to announce the personnel actions for the City of Elmira whereby:

SPEED, CHANTAL M.

Horseheads, NY has been appointed to the position of Senior Acct Clerk in the City Chamberlain's Office, effective October 5, 2021, at an annual salary of \$33,678.

BROOKS, JOEL E., II

Elmira, NY, has been appointed to the position of Public Works Specialist I, in the Department of Building and Grounds, effective October 18, 2021, at an hourly rate of \$17.10.

WANDELL, AMANDA R.

Elmira, NY, has been appointed to the position of Finance Director in the Department of Community Development, effective, October 25, 2021, at an annual salary of \$ 51,716.

MAY, DILLON J.

Elmira, NY, has been appointed to the position of Public Works Specialist I, in the Department of Buildings and Grounds, effective October 25, 2021, at an hourly rate of \$17.10.

EVERETT, JOHN M.

Elmira Heights, NY, has been appointed to the position of Police Officer, effective November 1, 2021, at an annual salary of \$49,623.

TICE, JAMES R.

Horseheads, NY, has been appointed to the position of Solid Waste Specialist I in the Department of Buildings and Grounds effective November 1, 2021, at an hourly rate of \$17.10.

Respectfully submitted,

P. Michael Collins
City Manager

November 8, 2021

RESOLUTION

2021 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Chantal M. Speed has been appointed to the position of Senior Account Clerk, effective October 5, 2021, at an annual salary of \$33,678; Joel E. Brooks, II, has been appointed to the position of Public Works Specialist I, effective October 18, 2021, at an hourly rate of \$17.10; Amanda R. Wandell, has been appointed to the position of Finance Director in the Department of Community Development, effective October 25, 2021, at an annual salary of \$51,716; Dillon J. May has been appointed to the position of Public Works Specialist I, effective October 25, 2021, at an hourly rate of \$17.10; John M. Everett has been appointed to the position of Police Officer effective November 1, 2021, at an annual salary of \$49,623; and James R. Tice has been appointed to the position of Solid Waste Specialist I, effective November 1, 2021, at an hourly rate of \$17.10; and be it further

RESOLVED, that the personnel actions for the City of Elmira be received and placed on file.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on resolution awarding a grant to Empire Long Distance Corporation a/k/a Empire Access as the firm best suited to conduct a broadband infrastructure program for the residents of and businesses located in the City; said grant to be in the amount of \$500,000 to be funded under the American Rescue Plan Act.

Resolution Number: 2021-307

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution broadband infrastructure award american rescue plan grant 11.8.2021.docx](#)

November 8, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, as part of the American Rescue Plan Act (ARPA), the City solicited proposals from firms experienced as a broadband infrastructure provider; and

WHEREAS, in response to the request, the City received three (3) proposals from Empire Long Distance Corporation d/b/a Empire Access, Charter Communications Operating, LLC and Spectrum; and

WHEREAS, City representatives and County representatives have reviewed each proposal and have identified Empire Access as the firm best suited to conduct a broadband infrastructure program for residents of and businesses located in the City of Elmira;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby award the broadband infrastructure program to Empire Access and awards a grant to Empire Access in the amount of \$500,000.00 to be funded under the American Rescue Plan Act.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on resolution adopting three policy statements under the "Standard Title VI/Non-Discrimination Assurances" required by the United States Department of Transportation which provides financial assistance for certain projects undertaken by the City, adopting the three policy statements, copies of which are attached hereto, and authorizing the Mayor to sign these policy statements.

Resolution Number: 2021-308

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution policy statements dept of transportation awarding contracts 11.8.2021.docx](#)

[Disadvantaged Business Enterprise \(DBE\) Policy Statement - US DOT 11.2021 - Mayor's signature.doc](#)

[Equal Employment Opportunity \(EEO\) Policy Statement - US DOT 11.2021 - Mayor's signature.doc](#)

[Limited English Proficiency Policy Statement - US DOT 11.2021 - Mayor's signature.doc](#)

November 8, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, the United States Department of Transportation (USDOT) provides financial assistance for certain projects undertaken by the City; and

WHEREAS, the Federal assistance is distributed to the New York State Department of Transportation, which in turns distributes the funds to the City; and

WHEREAS, the USDOT requires “Standard Title VI/Non-Discrimination Assurances”; and

WHEREAS, the USDOT requires three policy statements, to wit: Disadvantage Business Enterprise (DBE) Statement; Equal Employment Opportunity (EEO) Policy Statement; and Limited English Proficiency Policy Statement;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby adopt these three policy statements, which are attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign these policy statements.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



CITY OF ELMIRA NEW YORK

Office of the Mayor
CITY HALL • 317 EAST CHURCH STREET • ELMIRA, NEW YORK 14901
www.cityofelmira.net • djmandell@cityofelmira.net

Daniel J. Mandell, Jr.
Mayor

Office: (607) 737-5644
Fax: (607) 737-5824

November 9, 2021

DBE Policy Statement

The City of Elmira (City) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs are defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DBE POLICY STATEMENT *(cont'd)*

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The City Manager has been delegated as the DBE Liaison Officer. In that capacity, City Manager P. Michael Collins is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with the Department of Transportation.

The City has disseminated this policy statement to the City Council of the City of Elmira, New York and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts.

The notification will be accomplished by e-mail distribution.

CITY OF ELMIRA

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Daniel J. Mandell, Jr.  
Mayor



# CITY OF ELMIRA NEW YORK

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Office of the Mayor  
CITY HALL • 317 EAST CHURCH STREET • ELMIRA, NEW YORK 14901  
[www.cityofelmira.net](http://www.cityofelmira.net) • [djmandell@cityofelmira.net](mailto:djmandell@cityofelmira.net)

Daniel J. Mandell, Jr.  
Mayor

Office: (607) 737-5644  
Fax: (607) 737-5824

November 9, 2021

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

It is the policy of the City of Elmira (City) not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status.

The City will take affirmative action to ensure that the Equal Employment Opportunity (EEO) Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions.

The City will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is the policy of the City and all employment decisions are based on individual merit only.

All current employees of the City are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union representation for qualified disabled individuals.

It is the Policy of the City that all agency activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided to assure privacy.

It is the policy of the City to ensure and maintain a work environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the Policy should be immediately reported to your supervisor or City's EEO Officer.



**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT** *(cont'd)*

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EEO Officer: **P. Michael Collins/City Manager**
Address: 317 E. Church Street, Elmira, NY 14901
Telephone: 607/737-56744
Email: citymanager@cityofelmira.net

CITY OF ELMIRA

Dated: _____, 2021

By: _____
Daniel J. Mandell, Jr.
Mayor



CITY OF ELMIRA NEW YORK

Office of the Mayor
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Daniel J. Mandell, Jr.
Mayor

Office: (607) 737-5644
Fax: (607) 737-5824

November 9, 2021

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT

It is the policy of the City of Elmira (City) not to discriminate against any person who is Limited English Proficient (LEP). In accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the City will take reasonable steps to provide LEP persons meaningful access to its programs and activities. This commitment applies to all of the City's federally conducted programs and activities.

The City hereby adopts a Language Access Plan (LAP) which articulates the City's responsibilities, policies, and strategies for providing language assistance services to LEP persons. The LAP applies to all City program areas and to all subdivisions. The City intends for the LAP to evolve as we learn more about the many interactions with LEP persons and groups, and as we gain experience in providing language assistance services.

Providing appropriate language assistance will require identifying critical points of interaction with the LEP public, assessing LEP communities particular language assistance needs, and determining, with specificity, how to ensure meaningful access for LEP persons. The City recognizes that many of these tasks are best addressed by the Department or Office, which often have more direct contact with the persons and communities requiring language assistance. The LAP is a general framework within which the Department or Office may develop more targeted solutions to the challenge of providing effective language assistance services. To spur the process, I direct each City's Department or Office to issue a memorandum:

- 1) emphasizing the importance of providing appropriate language-based access to the Department's or Office's programs and activities;
- 2) setting forth the Department's or Office's language access policy; and
- 3) assigning and naming managers and staff responsible for implementation.

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT *(cont'd)*

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The City is committed to implementing and using the LAP at all levels of the City. The City will require all managers, supervisors and employees to join in working to eliminate limited English proficiency as a barrier to meaningful access to the City's programs and activities.

CITY OF ELMIRA

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Daniel J. Mandell, Jr.  
Mayor

**Agenda Summary:**

Receive communication from the City Manager and act on resolution approving an independent contractor consulting agreement between the City and T2 Professional Consulting, LLC (T2) for a five-year term at a cost to the City in the first year of \$14,2500.00 with an annual maintenance fee of \$2,000.00 of each remaining four years of the agreement, a copy of which agreement is attached hereto and approving a Master Software as a Service (SaaS) License Agreement with PM AM Corporation for software application service in conjunction with the T2 consulting agreement for a five-year term, the aggregate fee to be paid by the City for the initial term being \$36,112.50, a copy of which license agreement is attached hereto; said agreements subject to Corporation Counsel approval.

**Resolution Number:**

2021-309

**Sponsor:**

Mayor Mandell

**ATTACHMENTS**

[resolution EPD software as a service PMAM Corp & T2 Professional Consulting indep contractor agmts 11.8.2021.docx](#)

[T2 Professional Consulting LLC EPD independent contractor agmt 11.8.2021.pdf](#)

[PM AM Corporation Master SaaS License Agreement EPD software 11.8.2021.pdf](#)

November 8, 2021

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

To enhance the officer training capabilities of the Elmira Police Department, the Chief of Police is recommending that the City enter into an independent contractor agreement with T2 Professional Consulting, LLC. The proposed agreement is for a five-year term with the billing schedule as follows: Year 1 - \$14,250.00; Year 2 through Year 5 - \$2,000.00 per year for annual maintenance.

In conjunction with T2 Professional Consulting LLC, the Police Chief is recommending that the City enter into a Human Capital Management – Master SaaS License Agreement with PM AM Corporation which provides a software application service via the internet. The term of the License Agreement is five years. The aggregate fee to be paid by the City is \$36,112.50.

The following resolution authorizes the consulting agreement and the master license agreement.

Respectfully yours,

P. Michael Collins  
City Manager

November 8, 2021

**RESOLUTION**  
**NO. 2021 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the City's entry into a consulting agreement with T2 Professional Consulting, LLC and a Master License Agreement with PM Am Corporation, be received and placed on file; and be it further

**RESOLVED**, the City Council of the City of Elmira, New York does hereby approve an independent contractor agreement with T2 Professional Consulting, LLC for a term of five years at a cost to the City in the first year of \$14,250.00 and that each year for the remaining four years an annual maintenance fee of \$2,000.00, a copy of which agreement is attached hereto and made a part hereof; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby approve a Master SaaS License Agreement with PM AM Corporation for a software application service to be acquired by the City in conjunction with the aforesaid consulting agreement; the PM AM Corporation agreement being for a five-year, the aggregate fee to be paid by the City for the initial term being \$36,112.50, a copy of which agreement is attached hereto and made a part hereof; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute the independent contractor agreement and the master license agreement; said agreements to be subject to the approval of the approval of Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |

**T2 PROFESSIONAL CONSULTING LLC.**

Michael Wilson  
2500 Lotus Ave.  
Fort Worth, TX 76111  
682-429-0468

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is made and entered into between the City of Elmira, New York ("Elmira") and Michael Wilson, T2 Professional Consulting LLC ("T2"), and is effective as of December 1, 2021. The purpose of this Agreement is for T2 to provide policy writing, maintenance, and distribution services to Elmira on an annual basis. The scope of the services to be provided by T2 will align with the terms discussed between the parties, reflected in the attached scope of work document.

The term of this agreement is for an initial five-year period starting from the effective date, then on an annual basis. The billing schedule is as follows:

December 1, 2021 – \$12,500 for on-boarding, Custom Policy Creation, Re-write, Modification, Distribution, and Training. In addition, \$2,000 for annual maintenance for the term of December 1, 2021 – November 30, 2022. Total Due December 1, 2021 - \$14,250.00

December 1, 2022 - \$2,000 for annual maintenance for the term of December 1, 2022 – November 30, 2023.

December 1, 2023 - \$2,000 for annual maintenance for the term of December 1, 2023 – November 30, 2024.

December 1, 2024 - \$2,000 for annual maintenance for the term of December 1, 2024 – November 30, 2025.

December 1, 2025 - \$2,000 for annual maintenance for the term of December 1, 2025 – November 30, 2026.

This agreement may be terminated at any time by either party with 60-days written notice. If this Agreement is terminated by either party, the parties agree that work will continue for the remainder of that term and the last payment will cover the work for the period.

This Agreement represents all the terms and conditions agreed upon by the parties. No other terms, conditions, statements, or representations, either written or oral, shall be deemed a part hereof. This Agreement may not be changed except in writing, signed by both parties.

T2 agrees that during their work with Elmira they will have access to information that is confidential. T2 will not disclose that information to others without the direction of Elmira. Further, T2 agrees that any policies and/or trainings developed for Elmira are the property of Elmira alone.

Any disputes between the parties will be resolved through the following steps: (1) either party will inform the other of the dispute and the parties will engage in good-faith discussions (in person or

virtual) lasting no less than two hours to attempt to resolve the dispute; (2) if the dispute is not resolved after step one, the parties will mediate in a full day mediation with a mediator agreed upon between them and paid for by the party raising the dispute (if a mediator cannot be agreed upon, then one will be selected by the Dispute Resolution Services of North Texas); (3) if the dispute is not resolved after step two, the parties will arbitrate before a single arbitrator in Chemung County, NY under the AAA rules. Both parties to this Agreement expressly subject themselves to these dispute resolution procedures.

The parties agree to these terms.

\_\_\_\_\_  
Michael Wilson  
T2 Professional Consulting

CITY OF ELMIRA, NY

By: \_\_\_\_\_  
Daniel J. Mandell, Jr.  
Mayor  
Resolution No. 2021 - \_\_\_\_\_

10/22/2021

\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_/2021  
Date



SCOPING DOCUMENT  
POLICY CREATION AND MAINTENANCE  
THE CITY OF ELMIRA, NY POLICE DEPARTMENT

DECEMBER 1, 2021 – NOVEMBER 30, 2022:

- Onboarding;
  - Assist Elmira PD staff with the upload and formatting of existing Elmira PD policies
    - Elmira PD will ensure T2 has sign access to the PMAM HCM Policy, Collaboration, and Training Modules
- Policy Review:
  - In collaboration with respective Elmira PD staff, will review current Elmira PD policies to ensure compliance with applicable law and State Best Practices (Standards)
  - Will Create, Re-write, Modify any policy found not in compliance
- Policy Distribution/ Training:
  - Using the Elmira PD PMAM HCM module will distribute respective policy to staff for adoption.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.
- Maintenance Review/Modification:
  - In collaboration with respective Elmira PD staff, review existing policies against State Best Practice Standards, Legislative Changes, Case Law, and Federal Mandates.
  - Modify/Re-write policy as necessary to ensure compliance.
  - Distribute Modified/Re-written policy to staff using the Elmira PMAM HCM platform.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.

DECEMBER 1, 2022 – NOVEMBER 30, 2023:

- Policy Review:
  - In collaboration with respective Elmira PD staff, will review current Elmira PD policies to ensure compliance with applicable law and State Best Practices (Standards)
  - Will Create, Re-write, Modify any policy found not in compliance
- Policy Distribution/ Training:
  - Using the Elmira PD PMAM HCM module will distribute respective policy to staff for adoption.
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- Maintenance Review/Modification:
  - In collaboration with respective Elmira PD staff, review existing policies against State Best Practice Standards, Legislative Changes, Case Law, and Federal Mandates.
  - Modify/Re-write policy as necessary to ensure compliance.
  - Distribute Modified/Re-written policy to staff using the Elmira PMAM HCM platform.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.

**DECEMBER 1, 2023 – NOVEMBER 30, 2024:**

- **Policy Review:**
  - In collaboration with respective Elmira PD staff, will review current Elmira PD policies to ensure compliance with applicable law and State Best Practices (Standards)
  - Will Create, Re-write, Modify any policy found not in compliance
- **Policy Distribution/ Training:**
  - Using the Elmira PD PMAM HCM module will distribute respective policy to staff for adoption.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.
- **Maintenance Review/Modification:**
  - In collaboration with respective Elmira PD staff, review existing policies against State Best Practice Standards, Legislative Changes, Case Law, and Federal Mandates.
  - Modify/Re-write policy as necessary to ensure compliance.
  - Distribute Modified/Re-written policy to staff using the Elmira PMAM HCM platform.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.

**DECEMBER 1, 2024 – NOVEMBER 30, 2025:**

- **Policy Review:**
  - In collaboration with respective Elmira PD staff, will review current Elmira PD policies to ensure compliance with applicable law and State Best Practices (Standards)
  - Will Create, Re-write, Modify any policy found not in compliance
- **Policy Distribution/ Training:**
  - Using the Elmira PD PMAM HCM module will distribute respective policy to staff for adoption.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.
- **Maintenance Review/Modification:**
  - In collaboration with respective Elmira PD staff, review existing policies against State Best Practice Standards, Legislative Changes, Case Law, and Federal Mandates.
  - Modify/Re-write policy as necessary to ensure compliance.
  - Distribute Modified/Re-written policy to staff using the Elmira PMAM HCM platform.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.

**DECEMBER 1, 2025 – NOVEMBER 30, 2026:**

- **Policy Review:**
  - In collaboration with respective Elmira PD staff, will review current Elmira PD policies to ensure compliance with applicable law and State Best Practices (Standards)
  - Will Create, Re-write, Modify any policy found not in compliance
- **Policy Distribution/ Training:**

- Using the Elmira PD PMAM HCM module will distribute respective policy to staff for adoption.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.
- Maintenance Review/Modification:
  - In collaboration with respective Elmira PD staff, review existing policies against State Best Practice Standards, Legislative Changes, Case Law, and Federal Mandates.
  - Modify/Re-write policy as necessary to ensure compliance.
  - Distribute Modified/Re-written policy to staff using the Elmira PMAM HCM platform.
  - If requested will create training for distributed policies to reflect changes to previous versions or to introduce created policy.

***Please Note: Any policy creation following year one of this agreement will be on a case-by-case basis.***

PM AM Corporation  
Human Capital Management– Master SaaS License Agreement

1. **GENERAL:** This Human Capital Management - Master SaaS License Agreement (“**Agreement**”) is a legally binding agreement between Elmira, NY Police Department with its principal offices at 317 East Church Street, Elmira, New York, 14901 (“**Licensee**”) and PM AM Corporation (“**PM AM**”) with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service (“**SaaS**”) services as described in this Agreement effective as of the date set forth in Section 6 below (“**Effective Date**”).

2. **BASE SERVICE:** Human Capital Management is a software application service which PM AM owns and provides via the internet (“**HCM**” or “**HCM Program**”). HCM is used to manage Licensee’s workforce. HCM allows for managing knowledge integration, distributing and tracking policy changes, and includes a broad assortment of tools used in the performance appraisal process. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. Subject to the terms and conditions of this Agreement, PM AM grants to Licensee, the limited, non-exclusive, non-transferrable, and non-sublicensable right to use the HCM Program during the term of this Agreement for the sole purpose of assisting Licensee in managing Licensee’s workforce, including use to manage, train, test, assess, and track Licensee’s internal talent using the HCM Program and access controlled website (“**HCM Website**”) for the management of Licensee’s documents, records and other data (“**Licensee Data**”), which such purpose is hereinafter referred to as the “**HCM Permitted Purpose**.” Licensee may not use the HCM Program for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program as defined in Section 3 below that is licensed hereunder to Licensee. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

3. **Additional Programs.** In addition, to the HCM Program, which is sometimes referred to herein as the Base Program available to all Licensees of PM AM, Licensee may elect to subscribe to one or more of the following Additional Programs by initialing or checking the space opposite the Additional Program described below and paying PM AM the applicable fee for such Additional Program as hereinafter set forth. As used herein, the term “**Additional Program**” means one or more of the following programs offered by PM AM, subject to the restrictions thereon, as more fully described in Exhibit “A” attached hereto and incorporated herein by this reference thereto, which restrictions are in addition to those set forth in this Agreement:

X\_\_\_\_\_ (a) Academy Training Library Program;

N/A\_\_\_\_\_ (b) Threat Assessment and Planning Program (“**T.A.P**” or “**T.A.P. Program**”); and

N/A\_\_\_\_\_ (c) Workforce Behavioral Intervention Program (“**WBI**” or “**WBI Program**”).

If Licensee desires to subscribe to one or more Additional Programs but inadvertently fails to initial or check the desired Additional Program in the space indicated above, Licensee shall receive the services provided by such Additional Program if (i) the provisions of this Agreement (including Section 7) clearly indicate that Licensee intended to subscribe to such Additional Program, and (ii) Licensee pays the applicable fee for such Additional Program.

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4. **USE OF SERVICE:** Notwithstanding the preceding License or Licenses granted to Licensee hereunder, Licensee may not resell, license or distribute the HCM Program or any Additional Program to which Licensee has subscribed to hereunder to any third party or use the HCM Program or any Additional Program to which Licensee has subscribed to hereunder for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program (as described in Exhibit “A” hereto) to which Licensee has subscribed or share login information and passwords relating to the such Program or Programs with any third party; provided, however, Licensee may permit its employees to access the HCM Website to use the HCM Program for the HCM Permitted Purpose by assigning such employees a user identification number and password (“**HCM Permitted Users**”). In addition, Licensee may permit the Academy Training Permitted Users, the T.A.P. Permitted Users, and the WBI Permitted Users as defined in Exhibit “A” hereto to continue to use the Academy Training Library Program, the T.A.P. Program, and the WBI Program, respectively, to the extent set forth in Exhibit “A” hereto; provided, Licensee has a valid license to use such Program.

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the HCM Program, HCM Website and the Additional Programs. Licensee shall be bound by and observe, and Licensee shall cause its Permitted Users of such licensed Programs to observe, such updated rules in using the each such Program after receipt of a copy of such rules or after such updated rules are posted on the HCM Website.

5. **LICENSE VALIDITY:** This license is valid during the term of this Agreement with respect to the HCM Program and any Additional Program that Licensee has subscribed to so long as Licensee is current on service fees and has not breached any Licensee obligations contained in this Agreement.

6. **TERM:** The initial term of this Agreement with respect to the licensing of the HCM Program to Licensee and any Additional Program selected by Licensee pursuant to the provisions of Section 3 hereof shall be for a period of five years commencing on 12/1/2021 (the “**Effective Date**”) and ending on the day immediately preceding the five-year anniversary of said commencement date (“**Initial Term Termination Date**”), subject to earlier termination as set forth herein. Upon expiration of the Initial Term on the Initial Term Termination Date, this Agreement, with respect to the licensing of both the HCM Program and the Additional Program or Programs subscribed to by Licensee shall be subject to automatic extension from year to year thereafter (each an “**Extended Term**”) on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to the HCM Program and/or any one or more Additional Programs to which Licensee has subscribed.

In the event Licensee has subscribed to the HCM Program and one or more Additional Programs and neither party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to all such Programs, this Agreement shall be extended on the same terms and conditions as set forth herein for that Program or Programs that were not included in such written notice of termination, unless PM AM provides a new price for a Program for the Extended Term, in which event this Agreement as to that Program or Programs shall only be extended with the express written consent of Licensee.

7. **USER LEVEL:** PM AM will provide Licensee with 82 user IDs necessary to permit Licensee’s HCM Permitted Users to access the HCM Program for the HCM Permitted Purpose.

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In addition, if Licensee subscribed to Academy Training Library Program by initialing line 3(a) above, PM AM will provide Licensee with 82 user IDs necessary to permit Licensee's Academy Training Permitted Users to access the HCM Website for the Academy Training Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of Academy Training Permitted Users shall be zero.

In addition, if Licensee subscribed to the T.A.P. Program by initialing line 3(b) above, PM AM will provide Licensee with 0 user IDs necessary to permit Licensee's T.A.P. Permitted Users to access the HCM Website for the T.A.P. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of T.A.P. Permitted Users shall be zero.

In addition, if Licensee subscribed to the WBI Program by initialing line 3(c) above, PM AM will provide Licensee with 0 user IDs necessary to permit Licensee's WBI Permitted Users to access the HCM Website for the WBI. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of WBI Permitted Users shall be zero.

**8. SERVICE FEE AND PAYMENT:** During the Initial Term, the aggregate fee payable by Licensee hereunder for the HCM Program and the Additional Program or Programs subscribed to by Licensee pursuant to the provisions of Section 3 hereof shall be \$36,112.50. Said aggregate fee shall be due and payable within fifteen (15) days receipt of an invoice from PM AM for such amount. After the Initial Term, the aggregate annual service fee for access to and use of the aforesaid licensed Programs will be \$8,025.00 for each year thereafter, during the Extended Term, unless a different service fee is mutually agreed to by the parties prior to the commencement of any Extended Term commencing after the second anniversary of this Agreement. All other fees payable under this Agreement are calculated and payable based on the then current fee schedule as provided by PM AM from time to time. Licensee agrees to pay any sales, value-added or other similar taxes (collectively, "Sales Taxes") imposed by applicable law that PM AM must pay based on the services Licensee orders, except for taxes based on PM AM's income. All amounts invoiced hereunder are due and payable within 15 days of the date of the invoice. For any past due amounts, PM AM may charge interest of the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law.

Licensee, on behalf of itself and its applicable Permitted Users, acknowledges and agrees that access to data and the services provided by PM AM hereunder are conditioned upon the timely payment of all Fees and Sales Taxes payable to PM AM in accordance with the terms of this Agreement.

**9. SERVICE AND SUPPORT:** During the term of this Agreement, the following service and support is included within the fees due: (a) training for each Program subscribed to by Licensee will be available to Licensee over the internet, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday, via means of telephone or over the internet through the use of remote access software.

If PM AM carries out an update or upgrade of the HCM Program or Additional program licensed to Licensee hereunder, it will be provided to Licensee free of charge. No guarantee is made that updates or upgrades will be available. If Licensee requests a modification to the HCM Program or any Additional Program licensed to Licensee hereunder, PM AM will, in its sole discretion, provide Licensee a fee estimate and time estimate for providing the modification to such Program

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if applicable. At PM AM's election, the Program modification shall be available to all of PM AM's customers.

**10. RESTRICTIONS ON USE AND ACCESS TO HCM WEBSITE:** Licensee shall have sole responsibility and liability for Licensee Data. Licensee shall not submit, or permit any of its Permitted Users for any Program licensed to Licensee hereunder to submit, to the HCM Website any Licensee Data or other documents or information that are: illegal, false, defamatory, or otherwise in violation of applicable federal or state law. Except as expressly provided in the Agreement, Licensee and its applicable Permitted Users may not: (i) sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Software, the HCM Program or any Additional Program licensed to Licensee hereunder by making it available to any third party not acting as an agent, contractor, consultant or service provider of Licensee or use the Software to provide a hosted service to any third party in competition with PM AM; (ii) decompile, disassemble, attempt to discover the source code or reverse engineer any portion of the Software that PM AM does not provide in source code form, or permit any third parties to do so; (iii) use the Software to send spam or otherwise duplicative, unsolicited or fraudulent messages in violation of applicable laws; (iv) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (v) use the Software to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vi) intentionally interfere with or disrupt the integrity or performance of the Software; (vii) share product keys or passwords or access to the Software with any person or entity who is not a Licensee employee or contractor, or share any single product key or password between multiple users; or (viii) permit anyone other than an applicable Permit User of a given Program licensed to Licensee hereunder access to any other Additional Program licensed to Licensee hereunder.

**11. SOFTWARE OWNERSHIP:** All software and modules and modifications and all Academy Training Videos are the sole property of PM AM and all rights not expressly granted to Licensee in this Agreement are reserved by PM AM. PM AM is the owner of title, copyright, and other intellectual property. The software and Academy Training Videos are licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. Neither Licensee nor its Permitted Users may reverse engineer, decompile, or otherwise disassemble the software or otherwise attempt to derive any source code related to the HCM Program, any Additional Program, or any other technology used by PM AM to provides the services hereunder to Licensee. The HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services may not be copied or modified in any manner by Licensee, and Licensee shall cause its Permitted Users under such Programs to not copy or modify the HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services in any manner. This Agreement does not grant to Licensee or its Permitted Users any rights to trademarks or service marks of PM AM.

**12. OWNERSHIP OF DATA:** Unless otherwise contested by a third party, Licensee shall retain sole ownership of all data of Licensee entered into HCM or any Additional Program to which Licensees has subscribed by Licensee or its Permitted Users during the term of this Agreement. Licensee is responsible for maintaining the security and confidentiality of all usernames and passwords used by Licensee's Permitted Users. Subject to the terms and conditions of this Agreement, Licensee grants PM AM a non-exclusive license to use and exploit the Licensee Data to the extent reasonably necessary to enable PM AM to perform its obligations to Licensee under this Agreement. PM AM will use commercially reasonable efforts to keep Licensee Data protected. Upon request PM AM will provide backups to Licensee for Licensee's storage.

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**13. DATA PRIVACY:** Licensee and PM AM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement HCM, any Additional Program licensed to Licensee, or the data of the other party which becomes accessible through the preparation and performance of this Agreement, and not to disclose such information to a third party. Notwithstanding the preceding, the confidentiality and non-disclosure obligations set forth in this Section do not apply to Licensee Data which (A) is generally available to the public other than as a result of disclosure by PM AM, (B) PM AM can establish was known to PM AM before disclosure by Licensee, (C) is obtained by PM AM after the date hereof from a third party that is lawfully in possession of such information and who is not under any obligation to keep such information confidential, and (D) is required or requested to be disclosed by court order, subpoena, data request or other legal process.

Notwithstanding the preceding, Licensee acknowledges and agrees that PM AM may collect and use in an anonymized manner, without compensation to Licensee, certain data of Licensee obtained by PM AM through the services provided by PM AM hereunder through the WBI Program, if licensed to Licensee hereunder (but not through either the HCM Program or the T.A.P. Program) that may not be identifiable to Licensee provided, that such data shall be used by PM AM solely for training, educational or research purposes including, but not limited to, the development of additional products, programs or services to be offered by PM M to its customers. PM AM represents and agrees that it will (i) use commercially reasonable efforts to safeguard such data, and (ii) use such data for only training, educational and research purposes, and it will not sell, license or otherwise distribute Licensee's Data to any third party (other than PM AM's employees or contractors for training, educational or research purposes) or incorporate Licensee's Data into any product, program, or service provided by PM AM to its customers.

**14. DATA ACCESS:**

(a) **Platform Access.** PM AM will use commercially reasonable efforts to provide Licensee with 24/7 access to the Software and, if licensed to Licensee hereunder, the Academy Training Videos, the T.A.P. Program and the WBI Program at a minimum of a 98% Annual Uptime Percentage. PM AM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PM AM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If the Annual Uptime Percentage is below 98% for a Service Year, Licensee is eligible to receive a Service Credit equal to two percent (2%) of the Fees (for the Hosted Services) for the month in which the incident of Unavailability in a Service Claim occurred; provided that the aggregate Service Credits that are due to Licensee in any Contract Year shall not exceed ten percent (10%) of the Fees (for the Hosted Services).

(b) **Service Credit Use.** PM AM will apply any Service Credits only against future services that Licensee requests during the next Contract Year. In the event that the next Contract Year is after the Initial Term and Licensee does not renew the Agreement for the Contract Year in which the Service Credit accrues, PM AM shall issue a refund to Licensee in the amount of such Service Credit within thirty (30) days following the final day of, as applicable, the then-in-effect Contract Year. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1.00). Service Credits may not be transferred or applied to any other account.



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(c) **Service Credit Terms.** Licensee's sole and exclusive remedies for any Unavailability of the Software or Hosted Services or Academy Training Videos is the receipt of a Service Credit (if eligible) in accordance with the terms of this Agreement. Licensee will promptly, and no more than thirty (30) days after the month in which an incident occurs, report to PM AM any incident of Unavailability that it believes has occurred. To receive a Service Credit, Licensee must submit a Service Claim. Each Service Claim must be received by PM AM within thirty (30) days of the last day of the month in which the reported incident of Unavailability occurred, and PM AM must be able to confirm that the incident of Unavailability occurred. Licensee's failure to submit a Service Claim and other information as required above will disqualify Licensee from receiving the rights granted under this Section 14.

(d) **Licensee Data Copy.** Upon termination of this Agreement or Licensee migrates to any other platform PM AM will, upon written request from Licensee within 30 days after termination of this Agreement or the date Licensee migrates to another platform, whichever is applicable, provide a copy of any Licensee Data in PM AM's possession or under its control with respect to the HCM Program or the Academy Training Library Program, but not with respect to the T.A.P. Program or the WBI Program. Thereafter, PM AM shall have no further obligation to retain any Licensee Data.

## 15. TERMINATION:

(a) **Termination by Licensee.** Licensee may terminate this Agreement at any time without cause by providing PM AM with written notice of termination a minimum of 30 days prior to Licensee's desired termination date and paying PM AM the applicable Cancellation Fee as hereinafter set forth; provided any service fee previously paid pursuant to the provisions of Section 8 hereof shall not be refundable. In the event Licensee elects to terminate this Agreement and all Programs licensed hereunder prior to the expiration of the Initial Term or Extended Term, as applicable, Licensee shall pay PM AM a Cancellation Fee in the amount of 33% of the aggregate amount of the annual fees of the Programs licensed hereunder as set forth in Section 8 hereof. In the event Licensee elects to terminate one or more of the Programs licensed hereunder, but not this Agreement, prior to the expiration of the Initial Term or Extended Term, as applicable, Licensee shall pay PM AM a Cancellation Fee in the amount of 33% of the annual fees of the cancelled Program or Programs as set forth in Section 8 hereof. Such applicable Cancellation Fee shall be paid by Licensee to PM AM within five business days of delivery of the cancellation notice to PM AM. Licensee and PM AM acknowledge and agree that the amount of damages actually incurred by PM AM arising from the early termination of this Agreement or certain licensed Programs by Licensee is uncertain and difficult to ascertain, that the parties have agreed on a liquidated amount, that such agreed amount is reasonable and just compensation and in light of the anticipated or actual damages that will arise from the Licensee's early termination of this Agreement or one or more licensed Programs, the difficulties of the proof of loss, and the inconvenience or nonfeasability of otherwise obtaining an adequate remedy and that the applicable Cancellation Fee constitutes reasonable liquidated damages and is not a penalty.

(b) **Termination by PM AM.** If Licensee fails to make timely payments or breaches any other of its obligations hereunder, PM AM may immediately block access to HCM and any Additional Program licensed to Licensee hereunder and upon written notice to Licensee, terminate this Agreement effective immediately. In addition, to the rights and remedies set forth above, PM AM may terminate this Agreement at any time without cause upon written notice of termination to Licensee a minimum of 30 days prior to PM AM's desired termination date.

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(c) **Effect of Termination.** Upon the expiration or other termination of this Agreement, the access of Licensee and its Permitted Users to the HCM Program and platform and all shall immediately terminate, subject to the obligation of PM AM to provide a copy of Licensee's Data in PM AM's possession to Licensee in accordance with the provisions of Section 13 hereof. The provisions of Sections 8, 10, 11, 12, 14, 15, 17, 18, 19 and 20 shall survive the expiration or termination of this Agreement.

**16. WARRANTY:** PM AM represents and warrants that it has title and ownership of HCM and the Academy Training Videos and the Additional Programs and has the authority to grant the licenses hereunder.

**17. DISCLAIMER OF WARRANTY:**

**EXCEPT FOR PM AM'S WARRANTY THAT IT HAS TITLE TO ITS SOFTWARE, THE HCM PROGRAM, AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER THE SOFTWARE, THE HCM PROGRAM AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER AND THEIR RELATED MATERIAL AND THE ACADEMY TRAINING VIDEOS SUBSCRIBED TO BY LICENSEE HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND PM AM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE, THE HCM PROGRAM OR THE ADDITIONAL PROGRAM OR PROGRAMS SUBSCRIBED TO BY LICENSEE OR THE ACADEMY TRAINING VIDEOS WILL MEET LICENSEE'S REQUIREMENTS. PM AM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. LICENSEE ACKNOWLEDGE THAT PM AM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PM AM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

**18. INDEMNIFICATION:**

(a) **Indemnification by PM AM.** SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, PM AM WILL DEFEND, INDEMNIFY, AND HOLD LICENSEE AND ITS OFFICERS AND DIRECTORS (OR MANAGERS, IF LICENSEE IS A LIMITED LIABILITY COMPANY OR GENERAL PARTNERS IF LICENSEE IS A PARTNERSHIP) (THE "LICENSEE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") BROUGHT AGAINST LICENSEE ALLEGING THAT LICENSEE'S USE OF THE HCM PROGRAM OR ANY OTHER ADDITIONAL PROGRAM IF LICENSED TO LICENSEE HEREUNDER OR THE ACADEMY TRAINING VIDEOS IF LICENSED TO LICENSEE HEREUNDER INFRINGES ON A PATENT, COPYRIGHT, TRADEMARK, OR A TRADE SECRET OWNED BY SUCH THIRD PARTY, THEN WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE CLAIM, PM AM SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR

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**LICENSEE THE RIGHT TO CONTINUE USING THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO, OR (2) REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS THAT DO NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.**

**(b) Indemnification by Licensee. TO THE EXTENT PERMITTED BY TEXAS LAW AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, LICENSEE WILL DEFEND, INDEMNIFY, AND HOLD PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PM AM ARISING FROM OR RELATED TO THE BREACH OF LICENSEE'S DUTIES OR OBLIGATIONS HEREUNDER.**

**(c) Limitation on Liability and Indemnification Obligations. PM AM SHALL HAVE NO OBLIGATION TO INDEMNIFY THE LICENSEE INDEMNIFIED PARTIES TO THE EXTENT THAT THE ALLEGED INFRINGEMENT AROSE FROM THE MODIFICATION OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER, AS APPLICABLE, BY LICENSEE OR A PERMITTED USER OR RESULTED FROM THE USE OF THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO FOR OTHER THAN A PERMITTED PURPOSE. IN ADDITION, NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL ANY INDEMNIFYING PARTY BE RESPONSIBLE TO ANY INDEMNIFIED PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.**

**EXCEPT FOR PM AM'S OBLIGATION TO INDEMNIFY LICENSEE AGAINST A THIRD PARTY CLAIM FOR INFRINGEMENT PURSUANT TO THE PROVISIONS OF SECTION 18 HEREOF, IN NO EVENT WHATSOEVER SHALL PM AM BE LIABLE TO LICENSEE OR ITS SUCCESSORS OR ASSIGNS OR PERMITTED USERS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO MONETARY DAMAGES, ATTRIBUTABLE TO ITS ACTIONS OR INACTIONS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR SOLE NEGLIGENCE, WITH RESPECT TO (I) THE HCM PROGRAM, (II) ANY ADDITIONAL PROGRAM, (III) THE ACADEMY TRAINING VIDEOS (IF APPLICABLE), OR (IV) ITS SERVICES PROVIDED HEREUNDER, WHETHER FOR INDEMNIFICATION OR OTHERWISE, IN EXCESS OF THE FEES PAID TO PM AM BY LICENSEE UNDER THIS AGREEMENT WITHIN THE LAST TWELVE MONTH PERIOD FROM THE DATE THE CLAIM FOR INDEMNIFICATION ASSERTED AGAINST PM AM AROSE, WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE.**

**(d) Notice and Defense of Indemnification Claim. Within 15 days after receipt by an indemnified party under Section 18(a) or (18(b)) of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under such Section, give written notice to the indemnifying party of the commencement thereof, but the failure so to notify the indemnifying party shall not relieve it of any liability that it may have to any indemnified party except to the extent the indemnifying party demonstrates that the defense of such action is prejudiced thereby. In case any such action shall be brought against an indemnified party and it shall give written notice to the indemnifying party of the**

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commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party. If the indemnifying party elects to assume the defense of such action, the indemnified party shall have the right to employ separate counsel at its own expense and to participate in the defense thereof. If the indemnifying party elects not to assume (or fails to assume) the defense of such action, the indemnified party shall be entitled to assume the defense of such action with counsel of its own choice, at the expense of the indemnifying party. If the action is asserted against both the indemnifying party and the indemnified party and there is a conflict of interests which renders it inappropriate for the same counsel to represent both the indemnifying party and the indemnified party, the indemnifying party shall be responsible for paying for separate counsel for the indemnified party; provided, however, that if there is more than one indemnified party, the indemnifying party shall not be responsible for paying for more than one separate firm of attorneys to represent the indemnified parties, regardless of the number of indemnified parties. If the indemnifying party elects to assume the defense of such action, (a) no compromise or settlement thereof may be effected by the indemnifying party without the indemnified party's written consent (which shall not be unreasonably withheld) unless the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party shall have no liability with respect to any compromise or settlement thereof effected without its written consent (which shall not be unreasonably withheld).

**19. FORCE MAJEURE:** PM AM is released from its obligations to perform services or provide access to its Programs licensed to Licensee under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PM AM, including, without limitation, (i) national emergency, (ii) acts of God, (iii) strikes or other labor issues, (iv) disruption of electrical service, (v) cable or network damage caused by a third party, (vi) natural disasters, (vii) pandemics, or (viii) governmental restrictions relating to quarantines, shelter in place, closures or restrictions on operations of businesses similar to those imposed under the COVID 19 Pandemic (a "Force Majeure Event"). PM AM's liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service.

**20. GENERAL: THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICT LAWS RULES OR CHOICE OF LAWS RULES THEREOF. VENUE FOR ANY ACTION BROUGHT RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER SHALL BE PROPER ONLY IN THE STATE AND FEDERAL COURTS FOR DALLAS COUNTY, TEXAS, WHICH COURTS ARE THE EXCLUSIVE COURTS OF VENUE AND JURISDICTION.** The headings are convenience only and do not affect the terms or provisions hereof. This Agreement may not be assigned by Licensee. This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by all parties.

(Signature Page Follows on Next Page)

The parties hereto caused this Agreement to be executed by their duly authorized representatives.

**Licensee**

Name: Daniel J. Mandell, Jr.

Title: Mayor

Resolution no. 2021-

Signature: \_\_\_\_\_

Date:      /      / 2021

**PM AM Corporation:**

Name: Archit Kumar

Title: Director-HCM

Signature: 

Date: 10/13/2021

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**EXHIBIT “A”**

**ADDITIONAL PROGRAMS**

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Human Capital Management– Master SaaS License Agreement

**Description of Additional Programs**

Following is a description of the Additional Programs offered by PM AM to Licensee. Notwithstanding the description of the Additional Programs in this Exhibit, Licensee shall only receive a License to those Additional Programs subscribed to by Licensee in accordance with the provisions of Section 3 of the foregoing Agreement.

Notwithstanding the description of the Additional programs below, Licensee shall have no rights with respect to such Program and shall not receive a License to use such Program unless Licensee has specifically subscribed to such Program by initialing the applicable line or lines set forth in Section 3 above and paying the applicable fee therefor.

**ACADEMY TRAINING LIBRARY PROGRAM**

In the event Licensee selected item 3(a) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to have its Academy Training Permitted Users (as hereinafter defined) access, view and use only those specific PM AM Training Videos (the “Academy Training Videos”) contained in the PM AM standard video library as more fully described or enumerated in the access link provided by PM AM to Licensee (the “Standard Video Academy”) and accessible on the HCM Website during the term of this Agreement for the sole purpose of assisting Licensee in teaching and training its personnel on various matters or subjects of interest to its personnel and covered by such training videos, which such purpose is hereinafter referred to as the “Academy Training Purpose PM AM may modify or replace videos in its Video Academy from time to time during the term of this Agreement and without prior notice to Licensee and without adjustment of the service fee payable by Licensee to PM AM as set forth in Section 87 hereof.

Notwithstanding the preceding, Licensee may not resell, license or distribute the Academy Training Videos to any third party or use the Academy Training Videos for any purpose other than the Academy Training Permitted Purpose or share login information and passwords relating to the Academy Training Videos with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the Academy Training Videos for the Academy Training Permitted Purpose by assigning such personnel a user identification number and password (“Academy Training Permitted Users”).

**Additional Restriction Applicable to Academy Training Library Program**

In addition to the restrictions set forth in Section 10 of the Agreement, with respect to the Academy Training Videos if licensed to Licensee hereunder, Licensee shall not, and shall ensure that its Academy Training Permitted Users shall not: (i) copy, reproduce, modify, redistribute, sell, broadcast, rent, share, lend, edit or otherwise transfer or use any Academy Training Videos, (ii) distribute the content of any Academy Training Video via peer to peer networks or otherwise to anyone other than a Academy Training Permitted User, (iii) upload the content of any Academy Training Video to a public or private repository, (iv) use or otherwise exploit any Academy Training Video for commercial gain, or (v) permit anyone other than a Video Training Permitted User access to any Academy Training Videos.

PM AM Corporation  
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**Additional Disclaimer With Respect To Academy Training.**

**IF LICENSEE HAS RECEIVED A LICENSE TO USE THE STANDARD VIDEO ACADEMY, LICENSEE ACKNOWLEDGES THAT, ALTHOUGH PM AM REASONABLY BELIEVED THAT AT THE TIME A SPECIFIC ACADEMY TRAINING VIDEO WAS PRODUCED, THE CONTENT THEREOF WAS PREPARED BASED ON AND SATISFIED CERTAIN MINIMUM GUIDELINES FROM THE DEPARTMENT OF JUSTICE AND VARIOUS STATE COMPLIANCE BOARDS, LICENSEE ACKNOWLEDGES THAT SUCH GUIDELINES MAY BE CHANGED OR OTHERWISE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO PM AM. CONSEQUENTLY, PM AM MAKES NO REPRESENTATION THAT THE CONTENT OF AN ACADEMY TRAINING VIDEO CURRENTLY SATISFIES THE MINIMUM REQUIREMENTS OF THE STATE IN WHICH LICENSEE IS LOCATED. LICENSEE ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO OVERSEE THE TRAINING OF ITS PERSONNEL. LICENSEE HAS THE RIGHT TO ACCEPT AND USE THE ACADEMY TRAINING VIDEOS OR TO REJECT SUCH VIDEOS AND EMPLOY OTHER TRAINING METHODS. CONSEQUENTLY, AS A MATERIAL INDUCEMENT TO PM AM TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER, LICENSEE HEREBY IRREVOCABLY RELEASES ANY AND ALL CLAIMS OTHER THAN CLAIMS ARISING FROM COPYRIGHT INFRINGEMENT, THAT LICENSEE MAY HAVE AGAINST PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE ACADEMY TRAINING VIDEOS INCLUDING, BUT NOT LIMITED TO, ITS CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY MATTER THAT LICENSEE MAY FIND OFFENSIVE, INDECENT OR OBJECTIONABLE), THE OPINIONS OF THE SUBJECT MATTER EXPERTS SET FORTH THEREIN, OR ITS COMPLIANCE WITH THE GUIDELINES PROMULGATED BY THE DEPARTMENT OF JUSTICE OR APPLICABLE STATE AGENCIES.**

**IN ADDITION, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE ACADEMY TRAINING VIDEOS WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.**

**THREAT ASSESSMENT AND PLANNING PROGRAM**

The Threat Assessment and Planning Program, (“T.A.P.” or “T.A.P. Program”) is a software application service which PM AM owns and provides via the internet to various businesses, venues and schools who subscribe to such Program. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. In the event Licensee selected item 3(b) in the foregoing Agreement, PM AM grants to Licensee and each of its T.A.P. Permitted Users (as hereinafter defined), in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to access and use the T.A.P. Program and controlled HCM website during the



PM AM Corporation  
Human Capital Management– Master SaaS License Agreement

term of this Agreement for the sole purpose of assisting Licensee and the T.A.P. Permitted Users in accomplishing their goals related to the identification, evaluation, and management of potential threats pertaining to potential unfavorable acts against the property, business personnel, employees, visitors or guests of Licensee or its T.A.P. Permitted Users, including identifying risks (as defined by Licensee), assessing threats, developing intervention plans, and assisting in the preparation of reports and the development and implementation of follow-up action to address the issues underlying such threats, which such purpose is hereinafter referred to as the **“T.A.P. Permitted Purpose.”** Licensee may not use the T.A.P. Program for any purpose other than the T.A.P. Permitted Purpose. This license covers and includes all related interfacing modules that may be used in order to interface T.A.P. with existing onsite applications and processes.

Notwithstanding the preceding, Licensee may not resell, license or distribute the T.A.P. Program to any third party or use the T.A.P. Program for any purpose other than the Permitted Purpose or share login information and passwords relating to the T.A.P. Program with any third party; provided, however, Licensee may permit its authorized constituent departments, schools or similar educational facilities and their authorized personnel to access the PM AM Website to use the T.A.P. Program for the Permitted Purpose by assigning such constituents and personnel a username and password (**“T.A.P. Permitted Users”**).

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the T.A.P. Program, and PM AM Website. Licensee shall be bound by and observe, and Licensee shall cause its T.A.P. Permitted Users to observe, such updated rules in using the T.A.P. Program after receipt of a copy of such rules or after such updated rules are posted on the PM AM Website.

**Additional Disclaimer With Respect to T.A.P. Program**

**LICENSEE UNDERSTANDS THAT THE SOFTWARE AND T.A.P. PROGRAM ARE ONLY TOOLS TO BE USED BY LICENSEE AND ITS USERS TO ASSIST THEM IN IDENTIFYING POTENTIAL THREATS OR VIOLENT ACTS BY OTHERS RELATING TO SCHOOL SAFETY AND THAT THE SUCCESS OF THE T.A.P. PROGRAM DEPENDS UPON THE INFORMATION INPUTED INTO THE T.A.P. PROGRAM BY LICENSEE AND ITS PERMITTED USERS AND THEIR TIMELY AND PROPER EVALUATION OF SUCH INFORMATION AND PROMPT ACTION THEREON. CONSEQUENTLY, PM AM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE USE, OUTPUT, OR RESULTS OF THE USE OF THE SOFTWARE OR THE T.A.P. PROGRAM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR ABILITY TO PREDICT AN INCIDENCE OF INJURY OR LOSS RELATING TO THE PERSON OR PROPERTY OF LICENSEE, ITS USERS, ITS STUDENTS OR THE OCCUPANTS OF BUILDINGS OWNED OR LEASED BY LICENSEE OR ITS PERMITTED USERS. IF LICENSEE RELIES ON THE RESULTS OF THE SOFTWARE OR THE T.A.P. PROGRAM, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES THE RESPONSIBILITY FOR THE RESULTS.**

(Continued on Next Page)

**WORKFORCE BEHAVIORAL INTERVENTION PROGRAM.**

PM AM Corporation  
Human Capital Management– Master SaaS License Agreement

In the event Licensee selected item 3(c) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Workforce Behavioral Intervention Program (“WBI”). WBI allows for Licensee and its WBI Permitted Users (as hereinafter defined) to utilize behavioral science based questions, at their own risk, designed by a third party to highlight behavioral red flags that may negatively impact performance, conduct, attendance and safety in an organization in order to assist such organization in implementing proactive steps to reduce risk and help increase employee performance (the “WBI Permitted Purpose”). Licensee agrees and fully understands that any use of the WBI is at Licensee’s sole risk. The information presented on or through WBI is made available solely for general information purposes. PM AM does not warrant the accuracy, completeness, or usefulness of any WBI information. **PM AM disclaims all liability and responsibility arising from any reliance placed on such WBI materials by Licensee or by anyone who may be informed of any of the WBI content.**

Notwithstanding the preceding, Licensee may not resell, license or distribute the WBI Program to any third party or use the WBI Program for any purpose other than the WBI Permitted Purpose or share login information and passwords relating to the WBI Permitted Purpose with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the WBI Program for the WBI Permitted Purpose by assigning such personnel a user identification number and password (“WBI Permitted Users”).

#### **Additional Disclaimer With Respect to WBI Program**

**LICENSEE ACKNOWLEDGES THAT THE WBI CONTAINS CONTENT PROVIDED BY A THIRD PARTY CONTRACTOR TO PM AM. WBI IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. PM AM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OF IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT WBI WILL MEET ANY LICENSEE REQUIREMENTS. PM AM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY CONTENT DISPLAYED THROUGH WBI OR THE ABILITY OF WBI OR HCM TO FIND, DISCOVER, RECOGNIZE, PERCEIVE, HIGHLIGHT, INTERPRET, DISCLOSE OR REVEAL ANY OR ALL POTENTIAL RISK FACTORS, INCIDENTS OR EVENTS AND TO ADVISE OR ALERT LICENSEE TO SUCH MATTERS AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR. IF LICENSEE RELIES ON THE RESULTS OF WBI, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES SOLE RESPONSIBILITY FOR THE RESULTS. LICENSEE IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY LICENSEE INTERNAL TALENT REQUIREMENTS. NEITHER PM AM NOR ANY PERSON ASSOCIATED WITH PM AM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR ACCURACY OF THE WBI. WITHOUT LIMITING THE FOREGOING, PM AM NOR ANYONE ASSOCIATED WITH PM AM REPRESENTS OR WARRANTS THAT THE WBI, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WBI WILL BE ACCURATE, RELIABLE, OR ERROR-FREE.**

PM AM Corporation  
Human Capital Management– Master SaaS License Agreement

**IN ADDITION, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE HCM PROGRAM OR WBI PROGRAM WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.**

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**Agenda Summary:** Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a Revocable License to continue an encroachment of a house located at 605 Chester Street into a portion of Neilly Place owned by of the Estate of Gary J. Wilson and its successors, as more specifically shown on the attached survey map; said License to be subject to Corporation Counsel approval.

**Resolution Number:** 2021-310

**Sponsor:** Nan Moss

**ATTACHMENTS**

[resolution revocable license encroachment wilson estate - chester street neilly place 11.8.2021.docx](#)  
[605 chester st survey map estate of gary wilson revocable license with city 11.8.2021.pdf](#)

November 8, 2021

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Estate of Gary J. Wilson and its assigns are the owner of property at 605 Chester Street, Elmira, NY. The Estate is selling the property and, in the course of preparing for a closing, the property was surveyed. A copy of the survey map is attached. The survey revealed that a portion of the two-story frame home encroaches into the City's alley known as Neilly Place. I am informed by Corporation Counsel that legally the City cannot lease that portion of Neilly Place where the encroachment is located. However, the City can grant a Revocable License allowing the Estate of Gary J. Wilson and its successors to continue the encroachment for so long as it exists. The Estate of Gary J. Wilson and its successors acquire no legal title to the area of the encroachment. The City retains the right to revoke the license at any time.

The following resolution authorizes the Mayor to sign a Revocable License.

Respectfully yours,

P. Michael Collins  
City Manager

November 8, 2021

**RESOLUTION**  
**NO. 2021 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding an encroachment by a house into a portion of Neilly Place, be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York, does hereby approve a Revocable License granting to Estate of Gary J. Wilson and its successors the right to continue the encroachment for so long as it exists; and be it further

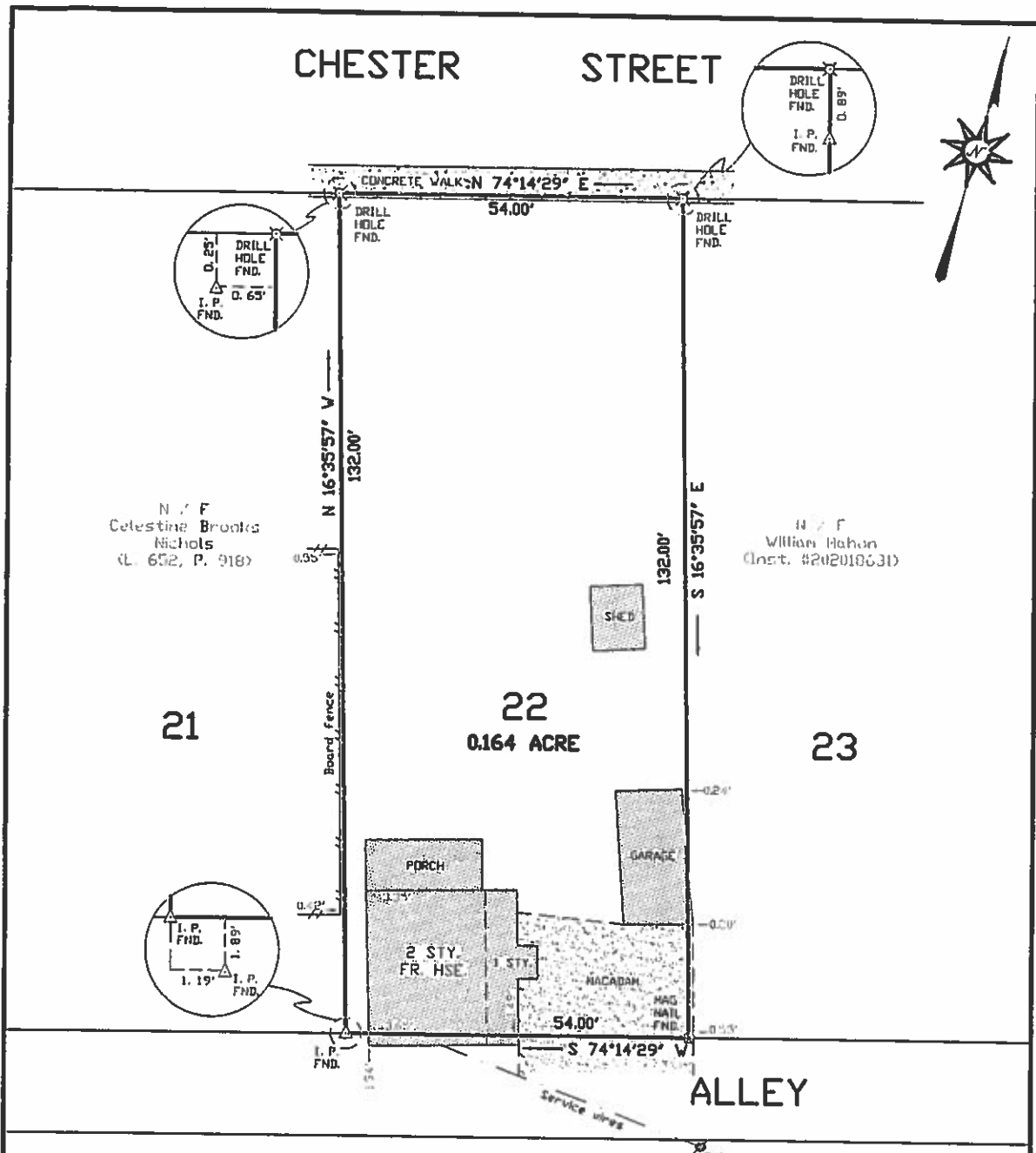
**RESOLVED**, that the Mayor be and is hereby authorized to execute a Revocable License to continue the encroachment for so long as it exists, all as more specifically shown on the survey map attached hereto and made a part hereof; said License to be subject to the approval of the Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |



TO: TOBEY HARVEY PROPERTIES, LLC  
KEYSER, MALONEY & WINNER, LLP

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL SURVEYORS.

NATHAN J. ROMEO L.S. 60798

REFERENCE MAP: "Property of Dr. Thomas S. Flood" - Case Map 271

STATE OF NEW YORK  
NATHAN J. ROMEO  
LICENSED LAND SURVEYOR  
No. 50798

|                               |                            |
|-------------------------------|----------------------------|
| DATE<br>OCTOBER 12, 2021      | REVISED                    |
| DEED REF.<br>Doc. #0505180003 | TAX MAP REF.<br>99.14-1-50 |
| JOB NO.<br>21858              | SCALE<br>1" = 20'          |

MAP OF LANDS BEING CONVEYED FROM

**GARY J. WILSON**

TO

**TOBEY HARVEY PROPERTIES, LLC**

LOCATED AT

**605 CHESTER STREET**

**CITY OF ELMIRA** **NEW YORK** **CHEMUNG COUNTY**

**TWIN TIERS LAND SURVEYING**  
116 SOUTH MAIN STREET HORSEHEADS, NEW YORK

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**Agenda Summary:** Receive communication from the City Manager and act on resolution accepting the bid of and awarding a contract to Great Lakes Tree Services as the lowest bidder meeting bid specifications, to provide the removal of ash and spruce trees at the Mark Twain Golf Course, in the amount of \$14,850.00 and authorizing the Mayor to execute an agreement; said agreement subject to Corporation Counsel approval.

**Resolution Number:** 2021-311

**Sponsor:** Joseph Duffy

**ATTACHMENTS**

[resolution award bid to great lakes tree service ash and spruce tree removal mtgc 11.8.2021.docx](#)  
[bid summary sheet Mark Twain Golf Course ash and spruce tree removal bid 11.8.2021.pdf](#)



November 8, 2021

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's bid of for ash and spruce tree removal at the Mark Twain Golf Course (MTGC), bids were opened on October 20, 2021. Brian Powell, the Superintendent of MTGC, recommends awarding this contract to Great Lakes Tree Service, the lowest responsible bidder meeting all bid specifications with a base bid of \$14,850, averaging \$2,250 per tree, for the Project. A copy of the bid tab is attached hereto.

The following resolution awards the contract to Great Lakes Tree Service and authorizes the Mayor to enter into said contract.

Respectfully yours,

P. Michael Collins  
City Manager

November 8, 2021

**RESOLUTION**  
**NO. 2021 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the award of a contract to Great Lakes Tree Services for ash and spruce tree removal at the Mark Twain Golf Course, be received and placed on file; and be it further

**RESOLVED**, the City Council of the City of Elmira, York hereby accepts the bid of and awards the contract to Great Lakes Tree Services, with the bid in the amount of \$14,850.00; said bidder being the lowest bidder meeting bid specifications; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute an agreement to effect this award; said agreement subject to the approval of Corporation Counsel.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |

**CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT**  
**RFB-254**  
**Tree and Stump Removal Mark Twain Golf Course (2021-2022)**

Bid Opening: October 22, 2021

| Bidders                                                                                                                                  |  | Arnold's Tree Service* |              | F.P. Kane Construction |             | Great Lakes Tree Services |        |
|------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|--------------|------------------------|-------------|---------------------------|--------|
| Surety                                                                                                                                   |  | Received               | Check        | Received               | Check       | Received                  | Check  |
| Addendum #1                                                                                                                              |  | Received               |              | Not Acknowledged       |             | Not Acknowledged          |        |
| Addendum# 2                                                                                                                              |  | Not Acknowledged       |              | Not Acknowledged       |             | Not Acknowledged          |        |
| Complete tree removal including stump, backfill stumps with topsoil (CONTRACTOR TO COMPLETELY REMOVE AND DISPOSE OF ALL WOOD AND DEBRIS) |  | Unit Price             |              | Unit Price             |             | Unit Price                |        |
|                                                                                                                                          |  | Tree Size (Diameter)   |              | Tree Size (Diameter)   |             | Tree Size (Diameter)      |        |
|                                                                                                                                          |  | A.1                    | Up to 18"    | \$1,600.00             | \$1,000.00  | \$1,125.00                |        |
|                                                                                                                                          |  | A.2                    | 18 1" to 24" | \$2,400.00             | \$1,800.00  | \$1,500.00                |        |
|                                                                                                                                          |  | A.3                    | 24 1" to 30" | \$3,100.00             | \$2,000.00  | \$1,875.00                |        |
|                                                                                                                                          |  | A.4                    | 30 1" to 36" | \$3,900.00             | \$2,100.00  | \$2,250.00                |        |
|                                                                                                                                          |  | A.5                    | 36 1" to 42" | \$4,500.00             | \$2,200.00  | \$2,500.00                |        |
|                                                                                                                                          |  | A.6                    | 42 1" to 48" | \$5,900.00             | \$3,000.00  | \$2,700.00                |        |
| A.7                                                                                                                                      |  | 48 1" to 54"           | \$6,800.00   | \$4,000.00             | \$2,900.00  |                           |        |
| TOTAL GROSS SUM BID                                                                                                                      |  |                        |              | \$28,200.00            | \$16,100.00 | \$14,850.00               | \$0.00 |

Disposal of tree and stump debris at an approved disposal site is the sole responsibility of the Contractor. Wood is not guaranteed to the Contractor, as the property owner reserves the right to keep any or all of the wood at no additional cost. Including restoration of the disturbed areas.

\*Sexual harassment form not notarized

**Agenda Summary:**

Receive communication from the City Manager and act on resolution approving the extension of the City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping to provide property maintenance work (abatements) for one additional year through September 30, 2022, upon the same terms and conditions of the existing contract; and authorizing the Mayor to execute any and all documents necessary to effect the extension.

**Resolution Number:**

2021-312

**Sponsor:**

Brent Stermer

**ATTACHMENTS**

[resolution rs parker landscaping property maintenance abatements agmt extension one year 11.8.2021.doc](#)

November 8, 2021

FOR THE AGENDA  
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping (Parker) to provide property maintenance work (abatelements) expired September 30, 2021. The contract provides that it may be extended for two (2) one-year periods upon mutual agreement between the City and Parker. The City's Code Department has recommended that the contract be extended. The attached resolution extends the contract through September 30, 2022, upon the same terms and conditions of the current contract.

Respectfully submitted,

P. Michael Collins  
City Manager

November 8, 2021

**RESOLUTION**  
**NO. 2021 - \_\_\_\_\_**

By Councilmember \_\_\_\_\_:

**RESOLVED**, that the communication from the City Manager regarding the extension of the City's contract with RS Parker Holding Co., LLC d/b/a RS Parker Landscaping (Parker) to provide property maintenance work (abatements), be received and placed on file; and be it further

**RESOLVED**, that the City Council of the City of Elmira, New York does hereby approve the extension of the City's contract with Parker for one additional year through September 30, 2022, upon the same terms and conditions of the existing contract; and be it further

**RESOLVED**, that the Mayor be and is hereby authorized to execute any and all documents necessary to effect the extension.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |

## Elmira City Council

### **Agenda Summary:**

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 18, 19, and 20 of 2021 in the amount of \$81,352.85.

### **Resolution Number:**

2021-313

### **Sponsor:**

Council as a Whole

### **ATTACHMENTS**

[RESOLUTION 110821a.docx](#)  
[18-19-20 2021.docx](#)

November 8, 2021

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 18, 19, and 20 of 2021.

It is respectfully recommended that the City Council authorize the payment of \$81,352.85 for pay periods 18, 19, and 20 of 2021 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins  
City Manager

RESOLUTION  
NO. 2021-\_\_\_\_\_

By Councilmember \_\_\_\_\_

RESOLVED, that the communication from the City Manager dated November 8, 2021 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 18, 19, and 20 of 2021 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 18, 19, and 20 of 2021 in the amount of \$81,352.85 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |



**ELMIRA FIRE DEPARTMENT  
2021  
BREAKDOWN OF OVERTIME PAY PERIODS 18, 19, and 20**

| <u>DESCRIPTION</u> | <u>HOURS</u>    | <u>AMOUNT</u>    |
|--------------------|-----------------|------------------|
| SICK               | 699.60          | 33,108.22        |
| COVID-19 SICK      | 24.00           | 1,213.80         |
| PERSONAL           | 420.00          | 21,048.36        |
| BEREAVEMENT        | 72.00           | 4,252.08         |
| ^MANPOWER SHORTAGE | 72.00           | 4,553.64         |
| UNION BUSINESS     | 21.00           | 1,147.91         |
| INJURY             | 192.00          | 10,769.52        |
| MEDICAL EXAM       | 2.00            | 71.94            |
| ~MUTUAL AID        | 6.00            | 323.06           |
| *RECALL            | 90.50           | 4,792.58         |
| +HELD OVER         | 1.25            | 71.74            |
| <hr/>              |                 |                  |
| <b>TOTAL</b>       | <b>1,600.35</b> | <b>81,352.85</b> |

~ 9/9,9/20 MUTUAL AID TO HEIGHTS FD

\* 8/20 NORTON ST FIRE  
9/6 DAVIS ST FIRE  
9/8 HERRICK ST EXPLOSION

+ 9/18 EMS CALL  
9/19 EMS CALL

## Elmira City Council

### **Agenda Summary:**

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 21 and 22 of 2021 in the amount of \$56,533.58.

### **Resolution Number:**

2021-314

### **Sponsor:**

Council as a Whole

### **ATTACHMENTS**

[RESOLUTION 110821b.docx](#)  
[21-22 2021.docx](#)

November 8, 2021

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 21 and 22 of 2021.

It is respectfully recommended that the City Council authorize the payment of \$56,533.58 for pay periods 21 and 22 of 2021 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins  
City Manager

RESOLUTION  
NO. 2021-\_\_\_\_\_

By Councilmember \_\_\_\_\_

RESOLVED, that the communication from the City Manager dated November 8, 2021 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 21 and 22 of 2021 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 21 and 22 of 2021 in the amount of \$56,533.58 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

**ADOPTED BY THE FOLLOWING VOTE**

**AYES**

**NAYS**

|  |                        |  |
|--|------------------------|--|
|  | Councilmember Stermer  |  |
|  | Councilmember Moss     |  |
|  | Councilmember Franchi  |  |
|  | Councilmember Kitching |  |
|  | Councilmember Grasso   |  |
|  | Councilmember Duffy    |  |
|  | Mayor Mandell          |  |

**ELMIRA FIRE DEPARTMENT  
2021  
BREAKDOWN OF OVERTIME PAY PERIODS 21 and 22**

| <u>DESCRIPTION</u> | <u>HOURS</u>    | <u>AMOUNT</u>    |
|--------------------|-----------------|------------------|
| SICK               | 593.15          | 28,783.20        |
| COVID-19 SICK      | 186.00          | 8,179.80         |
| PERSONAL           | 48.00           | 2,022.96         |
| BEREAVEMENT        | 24.00           | 1,249.92         |
| ^MANPOWER SHORTAGE | 240.00          | 13,029.84        |
| ^SHIFT TRANSFER    | 48.00           | 3,026.04         |
| UNION BUSINESS     | 3.80            | 166.29           |
| +HELD OVER         | 1.22            | 75.53            |
| <hr/>              |                 |                  |
| <b>TOTAL</b>       | <b>1,144.17</b> | <b>56,533.58</b> |

**^ PREVIOUSLY SCHEDULED VACATION TIME**

**+ 10/8 EMS CALL 6:54am**  
**10/18 EMS CALL 7:04am**

## Elmira City Council



**Agenda Summary:** Act on Downtown Revitalization Initiative Program Audit.  
**Resolution Number:** 2021-315  
**Sponsor:** Council as a Whole

### ATTACHMENTS

[11-8-21 audit \(DRI\).doc](#)

November 8,, 2021

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT- Downtown Revitalization Initiative  
RESOLUTION NO. 2021-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$2,120.00** they are hereby audited for payment for the Downtown Revitalization Initiative- Activate Buildings Grant, November 8, 2021.

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                        | <b>NAYS</b> |
|-------------|------------------------|-------------|
|             | Councilmember Stermer  |             |
|             | Councilmember Moss     |             |
|             | Councilmember Franchi  |             |
|             | Councilmember Kitching |             |
|             | Councilmember Grasso   |             |
|             | Councilmember Duffy    |             |
|             | Mayor Mandell          |             |

| Acct. Name         | Payee              | Item                                                                 | Amount            |
|--------------------|--------------------|----------------------------------------------------------------------|-------------------|
| Purchased Services | LaBella Associates | Invoice # 148598 (Professional Services for 8/21/21 through 9/24/21) | \$2,120.00        |
| <b>TOTAL</b>       |                    |                                                                      | <b>\$2,120.00</b> |

Elmira City Council

**Agenda Summary:** Act on Community Development Block Grant Program Audit.

**Resolution Number:** 2021-316

**Sponsor:** Council as a Whole

**ATTACHMENTS**

[11-8-2021 audit \(CDBG;HOME\).docx](#)

November 8, 2021

CITY OF ELMIRA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
RESOLUTION NO. 2021-\_\_\_\_\_

Councilmember \_\_\_\_\_

RESOLVED, that the bills in the amount of **\$128,879.28**, they are hereby audited for payment for the Community Development Block Grant, November 8, 2021.

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                        | <b>NAYS</b> |
|-------------|------------------------|-------------|
|             | Councilmember Stermer  |             |
|             | Councilmember Moss     |             |
|             | Councilmember Franchi  |             |
|             | Councilmember Kitching |             |
|             | Councilmember Grasso   |             |
|             | Councilmember Duffy    |             |
|             | Mayor Mandell          |             |

| Acct. Name                   | Payee                                                           | Item                                        | Amount     |
|------------------------------|-----------------------------------------------------------------|---------------------------------------------|------------|
| Provision for Public Service | Catholic Charities<br>Emergency Shelter                         | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$6,250.00 |
| Provision for Public Service | Catholic Charities<br>Homeownership<br>Counseling               | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$6,250.00 |
| Provision for Public Service | Economic Opportunity<br>Program Ernie Davis<br>Community Center | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$6,250.00 |
| Provision for Public Service | Southside Community<br>Center                                   | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$3,750.00 |
| Provision for Public Service | ARC of Chemung                                                  | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$3,750.00 |
| Provision for Public Service | Meals on Wheels of<br>Chemung County Inc                        | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$6,000.00 |
| Provision for Public Service | Court Appointed Special<br>Advocates                            | 1 <sup>st</sup> Quarter Sub Grantee Payment | \$4,000.00 |



|                                 |                                                 |                                                      |                     |
|---------------------------------|-------------------------------------------------|------------------------------------------------------|---------------------|
| Provision for Public Service    | Salvation Army's Pathways of Hope               | 1 <sup>st</sup> Quarter Sub Grantee Payment          | \$2,500.00          |
| Park Improvements               | Eldridge Park Carousel Preservation Society Inc | Reimbursement of Expenses- Disc Golf                 | \$20,357.56         |
| NWNA-CHDO                       | Near Westside Neighborhood Association          | Reimbursement of expenses (375 W Clinton St project) | \$55,271.72         |
| Rehab- Payroll<br>Admin-Payroll | Payroll                                         | November 10, 2021 payroll not to exceed              | \$13,500.00         |
| CARES Act Payroll               | Payroll                                         | November 10, 2021 payroll not to exceed              | \$1,000.00          |
| <b>TOTAL</b>                    |                                                 |                                                      | <b>\$128,879.28</b> |

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**Agenda Summary:** Act on Audit - ARP Property Rehab Program

**Resolution Number:** 2021-317

**Sponsor:** Mayor Mandell

**ATTACHMENTS**

[ARP PROPERTY REHAB COVER SHEET.pdf](#)  
[ARP PROPERTY REHAB BACKUP.pdf](#)

DATE: November 8, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

I hereby present to you for examination and audit the following list. These lists and the supporting applications have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

|                |              |
|----------------|--------------|
| PROPERTY REHAB | \$543,010.29 |
|----------------|--------------|

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST: | -----<br>\$543,010.29<br>===== |
|--------------------------------------------------|--------------------------------|

|                            |        |
|----------------------------|--------|
| HAND CHECKS DETAILS        | \$0.00 |
| CAPITAL HAND CHECKS DETAIL | \$0.00 |

RESOLUTION NO. 2021-

By Councilmember \_\_\_\_\_

RESOLVED, that the applications in the amount of  
be and they hereby are audited and approved for payment,  
when in funds.

\$543,010.29

ADOPTED BY THE FOLLOWING VOTE:

| AYES-----                    | -----NAYS |
|------------------------------|-----------|
| _____ COUNCILMEMBER STERMER  | _____     |
| _____ COUNCILMEMBER MOSS     | _____     |
| _____ COUNCILMEMBER FRANCHI  | _____     |
| _____ COUNCILMEMBER KITCHING | _____     |
| _____ COUNCILMEMBER GRASSO   | _____     |
| _____ COUNCILMEMBER DUFFY    | _____     |
| _____ MAYOR MANDELL          | _____     |

=====



| Name                          | Address              | Type of Project                                                               | Contractor                                        | Amount of Quote | Amount approved |
|-------------------------------|----------------------|-------------------------------------------------------------------------------|---------------------------------------------------|-----------------|-----------------|
| Jeffrey Aaron                 | 902 Maple Ave        | remove old roof, add new roof                                                 | Fenix Roofing                                     | 14,162.91       | 5,000.00        |
| Christine Hillman             | 454 W Second St      | new carpeting in house                                                        | Warehouse Carpet                                  | 7,395.33        | 5,000.00        |
| Christine Hillman             | 964 Walnut St        | replace furnace, add additional plumbing                                      | Grapes Unlimited, LLC                             | 5,126.00        | 5,000.00        |
| Christine Hillman             | 1855 Davis St        | driveway blacktop                                                             | AL Bacille Paving                                 | 5,000.00        | 5,000.00        |
| Elizabeth Boujle              | 666 W 3rd St         | new doors and windows                                                         | Lowe's/Charles Window Co                          | 4,057.00        | 4,057.00        |
| Jerome Lawes                  | 970 Walnut St        | blacktop for driveway and new garage roof                                     | Loveless Blacktop/kurtz Homes                     | 5,600.00        | 5,000.00        |
| Thomas Wisneski               | 2 Parker Drive       | remove two pine trees                                                         | Dennisson Tree Removal                            | 1,080.00        | 1,080.00        |
| 221 West Church St Holding Co | 221 W Church St      | driveway blacktop                                                             | Loveless Blacktop                                 | 31,537.00       | 5,000.00        |
| Michael Fieno                 | 706 N Elm St         | teardown and rebuild of back porch                                            | AMF Construction                                  | 5,000.00        | 5,000.00        |
| Ivan Brooks                   | 236 Kendall Place    | indoor flooring and handrails for steps and more basement flooring            | Matt Wade Contracting                             | 5,200.00        | 5,000.00        |
| Daniel Sowers                 | 961 McKinley Place   | new boiler                                                                    | Drake Heating                                     | 5,395.00        | 5,000.00        |
| Joseph Wischansky             | 348 W Thurston St    | remove sidewalk, form new sidewalk                                            | CPR Landscaping                                   | 5,934.60        | 5,000.00        |
| Amy Clark                     | 324 Broadway St      | replace door inside, new flooring, carpet install, kitchen cabinets remodeled | Bachert, Benedict, Martin Construction            | 5,175.00        | 5,000.00        |
| Stephen Clark                 | 710 N Main St        | install new door, new roof, repair soffit and fascia, new gutters, new window | Bachert, Benedict, Martin Construction            | 5,115.00        | 5,000.00        |
| Linda Albi                    | 964 Bridgman St      | remove old back deck, create new back deck                                    | Cullen McCann Contracting                         | 18,500.00       | 5,000.00        |
| Brandon Tufillaro             | 1103 Magee St        | new flooring                                                                  | Lumber Liquidators                                | 4,567.57        | 4,567.57        |
| Jacob Immerman                | 210 E LaFrance St    | remove kitchen cabinets, replace them, new flooring in kitchen                | Young Building & Remodeling                       | 3,600.00        | 3,600.00        |
| Jacob Immerman                | 906 N Main St        | new toilet and drywall in bathroom, new bedroom drywall                       | Young Building & Remodeling                       | 7,800.00        | 5,000.00        |
| Julie Wellington              | 965 Davis St         | new boiler                                                                    | Isaac Heating                                     | 11,358.00       | 5,000.00        |
| Calvin French                 | 711 Grove            | driveway blacktop                                                             | Stanley Blacktop                                  | 4,950.00        | 4,950.00        |
| Anthony Thomas                | 730 Harper St        | new doors                                                                     | Home Depot                                        | 4,990.68        | 4,990.68        |
| Monica Schornstheimer         | 974 Lincoln          | new windows                                                                   | Home Depot                                        | 8,842.55        | 5,000.00        |
| Nicole Tufillaro              | 1066 N Main          | new furnace                                                                   | Prevalent Plumbing                                | 4,730.93        | 4,730.93        |
| Joseph Parker                 | 421 W 1st St         | house painted outdoor                                                         | Brooks Painting                                   | 6,480.00        | 5,000.00        |
| Angela Holder                 | 826 Johnson St       | driveway blacktop                                                             | Armstrong Contracting                             | 12,000.00       | 5,000.00        |
| James Hennessy                | 233 Home St          | new windows                                                                   | Lowe's                                            | 4,804.07        | 4,804.07        |
| Michael Maloney               | 1329 College Ave     | new water heater, new door, sheetrock, new office wall & electrical           | Eagle Eye Builders, O'Connor Plumbing             | 5,631.39        | 5,000.00        |
| Charles Weigel                | 764 Perline          | new windows                                                                   | Window World of Binghamton                        | 5,552.00        | 5,000.00        |
| Michael Dickinson             | 1121 Admiral Place   | new furnace                                                                   | Bachert Plumbing                                  | 4,340.00        | 4,340.00        |
| Stephen Karac                 | 626 Partridge St     | new boiler                                                                    | Jon's Heating                                     | 5,820.00        | 5,000.00        |
| Brett Greene                  | 544 Mt Zoar          | new windows                                                                   | Window World of Binghamton                        | 5,838.00        | 5,000.00        |
| Marcy Clark                   | 233 Kingsbury Ave    | new kitchen cabinets and counter top, new flooring                            | Bachert, Benedict, Martin Construction            | 4,932.00        | 4,932.00        |
| Cindy Bjeler                  | 217 Hudson St        | remove tree in back yard                                                      | Richard Decker Construction                       | 5,100.00        | 5,000.00        |
| Matthew Wisneski              | 1070 College Ave     | bathroom remodel - new flooring, toilet, plumbing                             | Tree Works                                        | 2,700.00        | 2,700.00        |
| Renée DeSeyn                  | 570 Coburn St        | new flooring                                                                  | HMA Contracting                                   | 5,092.94        | 5,000.00        |
| Lylessia McKay                | 314-316 Broadway     | new sidewalks                                                                 | Eric Materials                                    | 4,589.10        | 4,589.10        |
| Lukas Mathews                 | 852 Hoffman          | new storage shed                                                              | Weiss Construction                                | 7,000.00        | 5,000.00        |
| Gregory James                 | 464 Beecher          | new carpeting in house                                                        | Backyard Outfitters                               | 4,671.00        | 4,671.00        |
| Jessica Quattrini-Dexter      | 1453 Lake St         | plumbing                                                                      | Warehouse Carpet                                  | 6,000.48        | 5,000.00        |
| Tiffany Miller                | 923 Grove            | new furnace & security system install                                         | Sensible Plumbing                                 | 1,911.48        | 1,911.48        |
| Judy Thompkins                | 450 W Washington     | new windows                                                                   | Osburn Mechanical                                 | 5,003.74        | 5,000.00        |
| Iman McKay                    | 542 S Main St        | new windows                                                                   | Charles Window Co                                 | 5,398.00        | 5,000.00        |
| Iman McKay                    | 1307 Hall St         | new windows                                                                   | Charles Window Co                                 | 5,394.60        | 5,000.00        |
| Iman McKay                    | 359 E Warren St      | siding / windows                                                              | Eric Materials                                    | 4,980.00        | 4,980.00        |
| Mary Pedano                   | 209 W Miller St      | siding / windows                                                              | Gary's Contracting                                | 4,919.76        | 4,919.76        |
| Daniel Sowers                 | 855 Hoffman St       | new window glass / new shower walls                                           | Carson Design / First Class Glass                 | 4,548.96        | 4,548.96        |
| Michael Erway                 | 785 Pennsylvania Ave | new blacktop and new sidewalks                                                | Armstrong Contracting                             | 21,800.00       | 5,000.00        |
| Hughes Structures LLC         | 412 W First St       | new roof                                                                      | Fenix Roofing                                     | 8,410.72        | 5,000.00        |
| Hughes Structures LLC         | 706 W Water St       | new roof                                                                      | Fenix Roofing                                     | 22,710.80       | 5,000.00        |
| Andrew Hughes                 | 718 W Water St       | new concrete steps                                                            | Henry Ducot Contracting                           | 5,800.00        | 5,000.00        |
| Joseph Michalko               | 538 McDowell Place   | bathroom remodel - new flooring, toilet, plumbing                             | Bath Planet                                       | 10,644.00       | 5,000.00        |
| Mary Hamlin                   | 307 Fairway Ave      | new sidewalks                                                                 | Blunt Masonry                                     | 1,400.00        | 1,400.00        |
| Charles Cerio                 | 467 W Water          | new door, foundation work, seal driveway                                      | David Norton Contracting                          | 5,350.00        | 5,000.00        |
| Kevin Hogan                   | 504 Pennsylvania     | new driveway in stone, fix portions of roof                                   | McDonald Contracting / Shannon's Home Improvement | 6,756.00        | 5,000.00        |
| Patrick Rolis                 | 476 Roe Ave          | new furnace                                                                   | Drake Heating                                     | 7,995.00        | 5,000.00        |
| David Dodson                  | 821 Johnson          | new furnace                                                                   | Pickering Plumbing and Heating                    | 7,700.00        | 5,000.00        |
| James Buell                   | 456th W 6th St       | bathroom remodel - new flooring, toilet, plumbing                             | Chalk's Heating                                   | 3,900.00        | 3,900.00        |
| Glenn Rolis                   | 660 W 2nd St         | new windows and screens and concrete step repair                              | Ronald Harvey, Contractor                         | 5,000.00        | 5,000.00        |
| Nicole Freas                  | 675 Herrick St       | new roofing                                                                   | Charles Window Co / Bellardini Contracting Inc    | 4,987.00        | 4,987.00        |
|                               |                      |                                                                               | Mike's Home Improvement                           | 5,000.00        | 5,000.00        |

|                              |                      |                                                                  |                                                          |            |            |
|------------------------------|----------------------|------------------------------------------------------------------|----------------------------------------------------------|------------|------------|
| Tina Loudenslager            | 218 James St         | new windows                                                      | Better Together Contracting                              | 5,000.00   | 5,000.00   |
| James Lynch                  | 108 Elm St           | new windows                                                      | Ball Brother's Contracting                               | 2,419.60   | 2,419.60   |
| Andrew Foster                | 409 Davis            | new sidewalks                                                    | CPR Landscaping                                          | 6,500.00   | 5,000.00   |
| Jennifer Hills               | 675 Perrine St       | new furnace                                                      | O'Connor Plumbing and Heating                            | 9,975.00   | 5,000.00   |
| Maybel Henson                | 408 W 3rd St         | new windows and electrical                                       | Christ Centered Construction                             | 5,247.80   | 5,000.00   |
| Judith Pratt                 | 400 Fulton St        | new furnace                                                      | All Seasons Heating & Cooling                            | 3,926.12   | 3,926.12   |
| Dennis Gohon                 | 1156 College Ave     | outside of house painted                                         | Kin's Fresh Coat                                         | 5,000.00   | 5,000.00   |
| Walter Thompson              | 567 Riverside        | new gutters                                                      | Leaf Filter                                              | 4,310.00   | 4,310.00   |
| Joseph Janeski               | 218 Front St         | new roof                                                         | Davis Contracting LLC                                    | 5,410.00   | 5,000.00   |
| Michael Dunlap               | 1213 N Main St       | fix stairwell wall, steps, flooring                              | James Reed Building                                      | 4,650.00   | 4,650.00   |
| Lynzie Nelson                | 1010 Parkside        | foundation and basement work to prevent flooding inside basement | NIVAG                                                    | 5,239.91   | 5,000.00   |
| Lorraine Morrow              | 402 William St       | roof repair, bathroom repair, new doors                          | Blaze Brockway Contracting                               | 5,000.00   | 5,000.00   |
| Willie Graham                | 1168 N Main          | new boiler                                                       | Comfort Zone Heating                                     | 5,000.00   | 5,000.00   |
| Paul Hugg                    | 207 E LaFrance St    | new blacktop and new gutters                                     | Armstrong Contracting / Pearson Seamless Gutters         | 5,104.00   | 5,000.00   |
| Jeremy Colson                | 415 Herrick          | new driveway                                                     | E Stanley Paving                                         | 5,200.00   | 5,000.00   |
| Wima Bouille                 | 1843 Davis St        | new kitchen cabinets and new gutters and new doors               | Brian's Flooring / Pearson Gutters / Corning Building Co | 4,267.34   | 4,267.34   |
| Marie Waters                 | 550 Etsy St          | bathroom remodel - new flooring, toilet, plumbing                | Jason Rorie Contracting                                  | 9,800.00   | 5,000.00   |
| Donald Blide                 | 540 Etsy St          | new driveway blacktop                                            | Bailey's Sand and Gravel                                 | 6,750.00   | 5,000.00   |
| Ashley Smith / Amanda Dunbar | 676 W Washington Ave | new sewer line from basement to curb                             | Shesley's Sewer Service                                  | 7,300.00   | 5,000.00   |
| Michael Smith                | 522 W First St       | new windows                                                      | Walden Rashburn Construction                             | 9,750.00   | 5,000.00   |
| Monumental Baptist Church    | 1009 Maple Ave       | new blacktop                                                     | Anthony Fisher Construction                              | 39,800.00  | 5,000.00   |
| Robert Harris                | 1012 Lincoln St      | new furnace                                                      | Drake Heating                                            | 3,995.00   | 3,995.00   |
| John Miranda                 | 1058 Johnson St      | paint outside of house                                           | Brooks Painting                                          | 6,000.00   | 5,000.00   |
| Marlene Stewart              | 211 Park Ave         | bathroom remodel - new flooring, toilet, plumbing                | Bath Planet                                              | 7,768.00   | 5,000.00   |
| Robert McKenzie              | 510 Elizabeth St     | new roof                                                         | Fenix Roofing                                            | 18,594.16  | 5,000.00   |
| Cindy Byler                  | 417 Broadway         | new gutters and foundation work                                  | Hentzler Construction / Decker Construction              | 5,000.00   | 5,000.00   |
| James Buell                  | 749 Riverside Ave    | new windows                                                      | First Class Glass                                        | 6,750.00   | 5,000.00   |
| Jacqueline Prylak            | 322 Irvine Place     | new siding and windows on garage, gutters on house               | Granger's Contracting                                    | 7,980.00   | 5,000.00   |
| James Pryslak                | 325 Lorenzo Place    | new basement and foundation work, new windows and doors          | Granger's Contracting                                    | 11,700.00  | 5,000.00   |
| Mary Givens                  | 410 Linden Place     | new back patio, basement doors, gutters                          | Blaze Brockway Contracting                               | 5,000.00   | 5,000.00   |
| Annette Ward                 | 15 Parker Drive      | garage structural work                                           | Blaze Brockway Contracting                               | 5,000.00   | 5,000.00   |
| Kathleen Solomento           | 303 Fairway Ave      | new sidewalks                                                    | CPR Landscaping                                          | 8,690.00   | 5,000.00   |
| Joseph Cost                  | 811 Lincoln St       | new gutters                                                      | Leaf Filter                                              | 2,281.00   | 2,281.00   |
| Randy Marsh                  | 455 Millard St       | new sidewalks                                                    | Henry Ducot Contracting                                  | 5,000.00   | 5,000.00   |
| Mary Bernadette              | 448 Cypress St       | new furnace                                                      | O'Connor Plumbing and Heating                            | 5,230.00   | 5,000.00   |
| Timothy Tobin                | 507 W Hudson St      | new concrete driveway                                            | Scott Choen Construction                                 | 8,500.00   | 5,000.00   |
| Timothy Tobin                | 326 Broadway         | new blacktop                                                     | Stanley Blacktop                                         | 3,500.00   | 3,500.00   |
| Timothy Tobin                | 511 Walnut St        | new blacktop                                                     | Stanley Blacktop                                         | 4,500.00   | 4,500.00   |
| Nicholas Brooks              | 420 Linden Place     | wood staircase and bathroom plumbing                             | Ray's Contracting / Prevalent Plumbing                   | 5,000.06   | 5,000.00   |
| Jacob Bailey                 | 108 Parker Circle    | new doors and new water heater                                   | Lowe's                                                   | 4,399.46   | 4,399.46   |
| John Howe                    | 742 Robinson St      | new furnace                                                      | Better Together Contracting                              | 5,000.00   | 5,000.00   |
| Robert Johnson               | 606 S Main St        | new sidewalks                                                    | Charlie's Poured Concrete                                | 5,000.00   | 5,000.00   |
| Kevin Hogan                  | 353 W Church St      | new furnace                                                      | Drake Heating                                            | 5,500.00   | 5,000.00   |
| Scott Aspell                 | 551 Etsy St          | new windows and door                                             | Jason Rorie Contracting                                  | 7,100.00   | 5,000.00   |
| Elizabeth Penman             | 426 W 1st St         | bathroom remodel - new flooring, toilet, plumbing                | Southern Tier Maintenance Services                       | 4,914.00   | 4,914.00   |
| Michelle Brooks              | 905 Oak St           | new carpet, new door, walls painted                              | Dan's Repair                                             | 5,000.00   | 5,000.00   |
| Michelle Brooks              | 422 Linden Place     | kitchen remodel                                                  | Dan's Repair                                             | 5,000.00   | 5,000.00   |
| Mary Ervin                   | 356 W Clinton St     | new flooring indoors                                             | Hughes's Structures                                      | 5,615.50   | 5,000.00   |
| Cody Callear                 | 458 Tompkins         | new gutters                                                      | Just in Time Roofing                                     | 4,495.18   | 4,495.18   |
| Susan LaPointe               | 407 Foster           | new furnace                                                      | Chemung Heating and Billing                              | 4,495.00   | 4,495.00   |
| Russell Tubbs                | 650 Reynolds St      | new electric                                                     | Boulie Electric                                          | 3,350.00   | 3,350.00   |
| Ann Murphy                   | 826 W Church St      | paint outside of house                                           | Brooks Painting                                          | 4,708.04   | 4,708.04   |
| Robert Guild                 | 1052 Walnut St       | new siding on house and repair and deck                          | Baldwin Custom                                           | 16,000.00  | 5,000.00   |
| Debra Kimble                 | 502 Harper St        | new furnace                                                      | Isaac Heating                                            | 5,490.00   | 5,000.00   |
| Marilyn Girardi              | 619 Reynolds St      | new garage door                                                  | Overhead Door                                            | 2,146.00   | 2,146.00   |
| Kurtis Williams              | 207 Mary St          | garage roof                                                      | Lowe's                                                   | 5,192.26   | 5,000.00   |
|                              |                      |                                                                  |                                                          | 784,816.04 | 543,010.29 |





**Agenda Summary:** Act on Audit - ARP Non Profit Program

**Resolution Number:** 2021-318

**Sponsor:** Mayor Mandell

**ATTACHMENTS**

[ARP NON PROFIT COVER SHEET.pdf](#)

[ARP NON PROFIT BACKUP.pdf](#)

DATE: November 8th, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN  
NON PROFIT PROGRAM

I hereby present to you for examination and audit the following list.  
These lists and the supporting applications have been  
examined by the departments concerned and have been certified by  
them to me. An examination of these claims has been made by the  
Chamberlain's office for the purpose of ascertaining that the  
prerequisites to the audit have been complied with.

|                    |             |
|--------------------|-------------|
| NON PROFIT PROGRAM | \$20,000.00 |
|--------------------|-------------|

GRAND TOTAL PAYMENTS:

-----  
\$20,000.00  
=====

## RESOLUTION NO. 2021-

By Councilmember \_\_\_\_\_

RESOLVED, that the applications in the amount of  
 be and they hereby are audited and approved for payment,  
 when in funds.

\$20,000.00

## ADOPTED BY THE FOLLOWING VOTE:

|           |           |
|-----------|-----------|
| AYES----- | -----NAYS |
|-----------|-----------|

|       |                        |       |
|-------|------------------------|-------|
| _____ | COUNCILMEMBER STERMER  | _____ |
| _____ | COUNCILMEMBER MOSS     | _____ |
| _____ | COUNCILMEMBER FRANCHI  | _____ |
| _____ | COUNCILMEMBER KITCHING | _____ |
| _____ | COUNCILMEMBER GRASSO   | _____ |
| _____ | COUNCILMEMBER DUFFY    | _____ |
| _____ | MAYOR MANDELL          | _____ |

=====

10/29/21, 11:54 AM

myReports

City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: ARP 5\* - ARP Five Star

Batch Date: 11/08/2021

| Type                                        | Date           | Number | Source           | Payee Name                                 | EFT Bank/Account | Transaction Amount |
|---------------------------------------------|----------------|--------|------------------|--------------------------------------------|------------------|--------------------|
| <b>Bank Account: ARP 5* - ARP Five Star</b> |                |        |                  |                                            |                  |                    |
| Check                                       | 11/08/2021     | 100024 | Accounts Payable | CHEMUNG COUNTY HABITAT FOR HUMANITY        |                  | 5,000.00           |
|                                             | Invoice        |        | Date             | Description                                |                  | Amount             |
|                                             | Non-Profit     |        | 10/29/2021       | American Rescue Plan - Non Profit Program  |                  | 5,000.00           |
| Check                                       | 11/08/2021     | 100025 | Accounts Payable | JOHN W JONES MUSEUM                        |                  | 5,000.00           |
|                                             | Invoice        |        | Date             | Description                                |                  | Amount             |
|                                             | ARP NON PROFIT |        | 10/15/2021       | NON PROFIT PROGRAM                         |                  | 5,000.00           |
| Check                                       | 11/08/2021     | 100026 | Accounts Payable | Near Westside Neighborhood Association Inc |                  | 5,000.00           |
|                                             | Invoice        |        | Date             | Description                                |                  | Amount             |
|                                             | Non-Profit     |        | 10/29/2021       | American Rescue Plan - Non Profit Program  |                  | 5,000.00           |
| Check                                       | 11/08/2021     | 100027 | Accounts Payable | WHITE EAGLES SOCIETY OF ELMIRA INC         |                  | 5,000.00           |
|                                             | Invoice        |        | Date             | Description                                |                  | Amount             |
|                                             | ARP NON PROFIT |        | 10/15/2021       | NON PROFIT PROGRAM                         |                  | 5,000.00           |
| ARP 5* ARP Five Star Totals:                |                |        |                  | Transactions: 4                            |                  | \$20,000.00        |
| Checks:                                     |                | 4      |                  | \$20,000.00                                |                  |                    |



**Agenda Summary:** Act on Audit - ARP Business Program.

**Resolution Number:** 2021-319

**Sponsor:** Mayor Mandell

**ATTACHMENTS**

[ARP BUSINESS COVER SHEET.pdf](#)

[ARP BUSINESS BACKUP.pdf](#)

DATE: November 8, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN  
BUSINESS PROGRAM

I hereby present to you for examination and audit the following list. These lists and the supporting applications have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

|                  |             |
|------------------|-------------|
| BUSINESS PROGRAM | \$75,376.00 |
|------------------|-------------|

|                                                  |                               |
|--------------------------------------------------|-------------------------------|
| GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST: | -----<br>\$75,376.00<br>===== |
|--------------------------------------------------|-------------------------------|

## RESOLUTION NO. 2021-

By Councilmember \_\_\_\_\_

RESOLVED, that the applications in the amount of  
 be and they hereby are audited and approved for payment,  
 when in funds.

\$75,376.00

## ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

|       |                        |       |
|-------|------------------------|-------|
| _____ | COUNCILMEMBER STERMER  | _____ |
| _____ | COUNCILMEMBER MOSS     | _____ |
| _____ | COUNCILMEMBER FRANCHI  | _____ |
| _____ | COUNCILMEMBER KITCHING | _____ |
| _____ | COUNCILMEMBER GRASSO   | _____ |
| _____ | COUNCILMEMBER DUFFY    | _____ |
| _____ | MAYOR MANDELL          | _____ |

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: ARP 5\* - ARP Five Star

Batch Date: 11/08/2021

| Type                                 | Date       | Number Source           | Payee Name                                 | EFT Bank/Account                        | Transaction Amount |
|--------------------------------------|------------|-------------------------|--------------------------------------------|-----------------------------------------|--------------------|
| Bank Account: ARP 5* - ARP Five Star |            |                         |                                            |                                         |                    |
| Check                                | 11/08/2021 | 100028 Accounts Payable | 221 WEST CHURCH ST<br>HOLDING COMPANY, LLC |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100029 Accounts Payable | CARRIE BLANDFORD                           |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100030 Accounts Payable | DEBRA THATCHER, L.C.S.W.R                  |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100031 Accounts Payable | DONNA KERR NOWLAN                          |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100032 Accounts Payable | DOUG'S BARBER SHOP                         |                                         | 1,488.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 1,488.00           |
| Check                                | 11/08/2021 | 100033 Accounts Payable | DOWNTOWN GRIND                             |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100034 Accounts Payable | EMB303 LLC                                 |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100035 Accounts Payable | FINGER LAKES HOUSE                         |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100036 Accounts Payable | JIM'S GYM                                  |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100037 Accounts Payable | KGVG LLC                                   |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100038 Accounts Payable | KINGSBURY'S CYCLERY                        |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100039 Accounts Payable | LOUSE-Y LICE, LLC                          |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100040 Accounts Payable | MATTHEW HILLS                              |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |
|                                      |            | Business Program        | 10/29/2021                                 | American Rescue Plan - Business Program | 5,000.00           |
| Check                                | 11/08/2021 | 100041 Accounts Payable | NORTHERN STATE AUTO INC                    |                                         | 5,000.00           |
|                                      | Invoice    | Date                    | Description                                |                                         | Amount             |



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|                              |                                    |             |                                         |             |
|------------------------------|------------------------------------|-------------|-----------------------------------------|-------------|
|                              | Business Program                   | 10/29/2021  | American Rescue Plan - Business Program | 5,000.00    |
| Check                        | 11/08/2021 100042 Accounts Payable |             | TMM PROPERTIES LLC                      | 5,000.00    |
|                              | Invoice                            | Date        | Description                             | Amount      |
|                              | Business Program                   | 10/29/2021  | American Rescue Plan - Business Program | 5,000.00    |
| Check                        | 11/08/2021 100043 Accounts Payable |             | ULTIMATE FIT CHICK                      | 3,888.00    |
|                              | Invoice                            | Date        | Description                             | Amount      |
|                              | Business Program                   | 10/29/2021  | American Rescue Plan - Business Program | 3,888.00    |
| ARP 5* ARP Five Star Totals: |                                    |             | Transactions: 16                        | \$75,376.00 |
| Checks:                      | 16                                 | \$75,376.00 |                                         |             |



**Agenda Summary:** Act on Audit.  
**Resolution Number:** 2021-320  
**Sponsor:** Council as a Whole

**ATTACHMENTS**

[AUDIT COVER SHEET.pdf](#)  
[AUDIT BACKUP PT 1.pdf](#)  
[AUDIT BACKUP PT 2.pdf](#)

DATE: November 8th, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

I hereby present to you for examination and audit the following lists. These lists and the supporting vouchers and payrolls have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

|                        |              |
|------------------------|--------------|
| CURRENT BUDGET FUNDS:  | \$189,415.13 |
| CAPITAL FUNDS:         | \$362,611.91 |
| COMMUNITY DEVELOPMENT: | \$0.00       |
| TRUST & AGENCY FUNDS:  | \$0.00       |
| SELF INSURANCE FUNDS:  | \$0.00       |

|                                   |              |
|-----------------------------------|--------------|
| TOTAL PER ATTACHED COMPUTER LIST: | \$552,027.04 |
|-----------------------------------|--------------|

|                                            |              |
|--------------------------------------------|--------------|
| <b>OTHER PAYMENTS:</b>                     |              |
| PAYROLLS W/E Nov 7, 2021                   | \$625,000.00 |
| HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED | \$8,494.56   |
| CAPITAL HAND CHECKS                        | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |
|                                            | \$0.00       |

|                       |              |
|-----------------------|--------------|
| TOTAL OTHER PAYMENTS: | \$633,494.56 |
|-----------------------|--------------|

|                       |                |
|-----------------------|----------------|
| GRAND TOTAL PAYMENTS: | \$1,185,521.60 |
|-----------------------|----------------|

RESOLUTION NO. 2021-

By Councilmember \_\_\_\_\_

RESOLVED, that the bills and the payrolls in the amount of  
be and they hereby are audited and approved for payment,  
when in funds.

\$1,185,521.60

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

|       |                        |       |
|-------|------------------------|-------|
| _____ | COUNCILMEMBER STERMER  | _____ |
| _____ | COUNCILMEMBER MOSS     | _____ |
| _____ | COUNCILMEMBER FRANCHI  | _____ |
| _____ | COUNCILMEMBER KITCHING | _____ |
| _____ | COUNCILMEMBER GRASSO   | _____ |
| _____ | COUNCILMEMBER DUFFY    | _____ |
| _____ | MAYOR MANDELL          | _____ |

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 11/08/2021

| Type                                             | Date            | Number Source           | Payee Name                                          | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|-----------------|-------------------------|-----------------------------------------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |                 |                         |                                                     |                  |                    |
| Check                                            | 11/08/2021      | 198602 Accounts Payable | 3M TRAFFIC CONTROL MATERIALS DIV.                   |                  | 277.27             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 9413042840      | 10/11/2021              | SIGN MATERIALS - BLANKET PO                         |                  | 277.27             |
| Check                                            | 11/08/2021      | 198603 Accounts Payable | AIRGAS EAST                                         |                  | 67.70              |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 9982839500      | 09/30/2021              | AIRGAS Medical Oxygen BPO                           |                  | 67.70              |
| Check                                            | 11/08/2021      | 198604 Accounts Payable | AMAZON CAPITAL SERVICES INC                         |                  | 457.69             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 149I-WCQ4-LJ4G  | 10/07/2021              | AMAZON HazMat books                                 |                  | 36.15              |
|                                                  | 1LW4-GYMP-L6WY  | 10/18/2021              | Blanket PO                                          |                  | 273.00             |
|                                                  | 1DQR-Q3KH-P17V  | 10/15/2021              | misc office/police supplies                         |                  | 148.54             |
| Check                                            | 11/08/2021      | 198605 Accounts Payable | ARNOT OGDEN MEDICAL CENTER                          |                  | 280.00             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 60              | 09/29/2021              | AOMC EMT Test Vouchers                              |                  | 280.00             |
| Check                                            | 11/08/2021      | 198606 Accounts Payable | Auto Zone                                           |                  | 352.55             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 2950296036+     | 10/19/2021              | PARTS/BLANKET PO - PGB-2220                         |                  | 352.55             |
| Check                                            | 11/08/2021      | 198607 Accounts Payable | BRYAN J MAGGS LAW OFFICES, PLLC                     |                  | 1,906.00           |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 801             | 09/27/2021              | 01243                                               |                  | 245.00             |
|                                                  | 818             | 10/26/2021              | USDC#18-CV-06572                                    |                  | 1,661.00           |
| Check                                            | 11/08/2021      | 198608 Accounts Payable | CHAMPION FASTENERS                                  |                  | 358.04             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 71107,71190     | 10/14/2021              | PARTS/HARDWARE - BLANKET PO RFB# 2143               |                  | 188.48             |
|                                                  | 71164,71206     | 10/18/2021              | PARKING METERS-PARTS/HARDWARE BLANKET PO            |                  | 162.46             |
|                                                  | 71242           | 10/20/2021              | PARTS/HARDWARE - BLANKET PO RFB# 2143               |                  | 7.10               |
| Check                                            | 11/08/2021      | 198609 Accounts Payable | CHAMPION FASTENERS                                  |                  | 122.71             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 71153           | 10/18/2021              | BLANKET FOR BOLTS, DRILL BITS, HARDWARE, & SUPPLIES |                  | 122.71             |
| Check                                            | 11/08/2021      | 198610 Accounts Payable | CHEMUNG COUNTY BUILDING & GROUNDS                   |                  | 544.05             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | 6/11 TO 8/11/21 | 10/19/2021              | ACCT ID 3312934                                     |                  | 544.05             |
| Check                                            | 11/08/2021      | 198611 Accounts Payable | CHEMUNG COUNTY CENTRAL SERV-POSTAGE                 |                  | 784.12             |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | SEPTEMBER 2021  | 10/26/2021              | POSTAGE                                             |                  | 784.12             |
| Check                                            | 11/08/2021      | 198612 Accounts Payable | CHEMUNG COUNTY INSURANCE DEPARTMENT                 |                  | 2,386.77           |
|                                                  | Invoice         | Date                    | Description                                         |                  | Amount             |
|                                                  | NOVEMBER 2021   | 11/01/2021              | COBRA - OAKES                                       |                  | 2,386.77           |
| Check                                            | 11/08/2021      | 198613 Accounts Payable | CHEMUNG COUNTY                                      |                  | 34,307.25          |

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## TRANSFER

|       | Invoice           | Date             | Description                                  | Amount    |
|-------|-------------------|------------------|----------------------------------------------|-----------|
|       | 132807,132826     | 10/01/2021       | GARBAGE COLLECTION FEES 2021                 | 8,774.58  |
|       | 132809            | 10/01/2021       | GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS | 604.36    |
|       | 132854,132873,    | 10/11/2021       | 132901,132918                                | 21,588.12 |
|       | 132856,132903     | 10/11/2021       | GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS | 1,151.88  |
|       | 132902            | 10/18/2021       | CUST#TI-00038                                | 1,331.00  |
|       | 132855            | 10/11/2021       | CUST#TI-00038                                | 857.31    |
| Check | 11/08/2021 198614 | Accounts Payable | CHEMUNG SUPPLY CORPORATION                   | 350.00    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 011609            | 10/13/2021       | GENL HARDWARE/PARTS-FLEET RFB# 2090          | 350.00    |
| Check | 11/08/2021 198615 | Accounts Payable | COLDIRON FUEL INC.                           | 39.81     |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 253472            | 10/15/2021       | FUEL - BLANKET PO                            | 39.81     |
| Check | 11/08/2021 198616 | Accounts Payable | CSEA EMPLOYEE BENEFIT FUND                   | 7,545.40  |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 11/1-11/30/21     | 10/26/2021       | GROUP CODE #37514901                         | 7,545.40  |
| Check | 11/08/2021 198617 | Accounts Payable | CULLIGAN                                     | 9.40      |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 272x28745406      | 09/30/2021       | BLANKET FOR COOLER RENTAL AND WATER          | 9.40      |
| Check | 11/08/2021 198618 | Accounts Payable | CUSTOM REBUILDERS                            | 1,191.00  |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 203303            | 10/12/2021       | PARTS/HARDWARE - BLANKET PO                  | 1,191.00  |
| Check | 11/08/2021 198619 | Accounts Payable | DIG SAFELY NEW YORK, INC                     | 66.04     |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 21090085          | 09/30/2021       | PHONE SERVICES                               | 66.04     |
| Check | 11/08/2021 198620 | Accounts Payable | DIRECT ENERGY BUSINESS MARKETING, LLC        | 325.87    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | HS12694168        | 10/14/2021       | ACCT#692586-3081                             | 325.87    |
| Check | 11/08/2021 198621 | Accounts Payable | ELM CHEVROLET CO. INC.                       | 12.15     |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 86836             | 10/20/2021       | CHEVY PARTS/EPD CARS BLANKET PO              | 12.15     |
| Check | 11/08/2021 198622 | Accounts Payable | ELMIRA COCA-COLA BOTTLING CORP.              | 117.92    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 20811201475       | 10/13/2021       | SODA, WATER, POWERADE, AND SUPPLIES          | 117.92    |
| Check | 11/08/2021 198623 | Accounts Payable | ELMIRA WATER BOARD                           | 1,448.51  |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | DOH LSLRP         | 10/26/2021       | C33219GG                                     | 1,448.51  |
| Check | 11/08/2021 198624 | Accounts Payable | EMSTAR                                       | 140.00    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 2022350           | 09/29/2021       | EMSTAR BLS eCards                            | 140.00    |
| Check | 11/08/2021 198625 | Accounts Payable | Engineered Pole Structures, LLC              | 11,312.00 |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | QUOTE#210818H     | 10/26/2021       | SPAN POLE REPLACEMENT                        | 11,312.00 |
| Check | 11/08/2021 198626 | Accounts Payable | FIRE ALARM SERVICE TECHNOLOGY INC            | 117.14    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 40633             | 10/05/2021       | MOTION DETECTION REPAIR                      | 117.14    |
| Check | 11/08/2021 198627 | Accounts Payable | FIRST UNUM LIFE                              | 265.94    |
|       | Invoice           | Date             | Description                                  | Amount    |
|       | 11/1/21           | 10/26/2021       | POLICY#0461461-001                           | 265.94    |

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|       |               |                         |                                          |          |
|-------|---------------|-------------------------|------------------------------------------|----------|
| Check | 11/08/2021    | 198628 Accounts Payable | FOSTER'S DISPOSAL SERVICE LLC            | 315.00   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 10/8/2021     | 10/08/2021              | TRUCK AND DRIVER RENTAL FOR DAY          | 315.00   |
| Check | 11/08/2021    | 198629 Accounts Payable | GARY'S BODY SHOP                         | 780.00   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | STATEMENT     | 10/26/2021              | TOWING - 7/4 TO 9/24/21                  | 780.00   |
| Check | 11/08/2021    | 198630 Accounts Payable | HAMILTON MEATS, INC.                     | 298.57   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 37040         | 10/08/2021              | FOOD, FOOD SUPPLIES, CONDIMENTS          | 158.16   |
|       | 37066         | 10/12/2021              | FOOD, FOOD SUPPLIES, CONDIMENTS          | 140.41   |
| Check | 11/08/2021    | 198631 Accounts Payable | HESSELSON'S                              | 139.99   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 23439         | 10/14/2021              | BOOT ALLOWANCE CSEA                      | 139.99   |
| Check | 11/08/2021    | 198632 Accounts Payable | HORIZON SOLUTIONS CORP.                  | 76.16    |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 5437516       | 10/19/2021              | ELECTRICAL SUPPLIES                      | 76.16    |
| Check | 11/08/2021    | 198633 Accounts Payable | HORSEHEADS DO-IT CENTER                  | 17.98    |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 347729        | 10/19/2021              | TREE TRIMMING SUPPLIES-BLANKET           | 17.98    |
| Check | 11/08/2021    | 198634 Accounts Payable | HUNT ENGINEERS, ARCHITECTS & LAND S      | 1,091.45 |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 44006         | 10/26/2021              | WASHINGTON & LAKE POLE ASSESSMENT        | 1,091.45 |
| Check | 11/08/2021    | 198635 Accounts Payable | I. D. BOOTH, INC.                        | 643.34   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | S1167812.001+ | 09/27/2021              | BLANKET FOR ELECTRICAL SUPPLIES          | 244.00   |
|       | S1175275.001+ | 10/07/2021              | BLANKET FOR PARTS, SUPPLIES, HARDWARE    | 89.34    |
|       | S1136815.001  | 10/26/2021              | CUST#397                                 | 310.00   |
| Check | 11/08/2021    | 198636 Accounts Payable | I. D. BOOTH, INC.                        | 161.43   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 1178966.001   | 10/14/2021              | PARKING METERS-POSTS/HARDWARE BLANKET PO | 161.43   |
| Check | 11/08/2021    | 198637 Accounts Payable | IMAGE PACKAGING                          | 1,332.25 |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 9183          | 10/18/2021              | Evidence packaging materials             | 1,332.25 |
| Check | 11/08/2021    | 198638 Accounts Payable | JOE JOHNSON EQUIPMENT, INC.              | 44.81    |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 38607         | 10/01/2021              | SANITATION TRUCK PARTS/ BLANKET PO       | 44.81    |
| Check | 11/08/2021    | 198639 Accounts Payable | JOSEPH MARTINO                           | 87.48    |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | DISCOVER      | 10/26/2021              | SEALFAST EMERGENCY STOP LEAK             | 87.48    |
| Check | 11/08/2021    | 198640 Accounts Payable | KECK'S FOOD SERVICE                      | 566.19   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 961748        | 10/07/2021              | FROZEN FOOD, PAPER SUPPLIES, HOT DOGS    | 190.28   |
|       | 961405        | 10/06/2021              | FROZEN FOOD, PAPER SUPPLIES, HOT DOGS    | 375.91   |
| Check | 11/08/2021    | 198641 Accounts Payable | LAFRANCE EQUIPMENT CORP.                 | 2,332.27 |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 61653,62081,  | 10/26/2021              | 61754,61652,61630                        | 2,332.27 |
| Check | 11/08/2021    | 198642 Accounts Payable | LAW ENFORCEMENT PSYCHOLOGICAL ASSOCIATES | 848.00   |
|       | Invoice       | Date                    | Description                              | Amount   |
|       | 5824          | 10/05/2021              | EPD PSYCHOLOGICAL TEST                   | 848.00   |
| Check | 11/08/2021    | 198643 Accounts Payable | LAZ PARKING MGMT.LTD                     | 7,426.51 |

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|       | Invoice           | Date             | Description                             | Amount    |
|-------|-------------------|------------------|-----------------------------------------|-----------|
|       | SEPTEMBER 2021    | 10/26/2021       | PARKING GARAGE                          | 7,426.51  |
| Check | 11/08/2021 198644 | Accounts Payable | LOWE'S COMPANIES, INC.                  | 479.70    |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 56148             | 10/06/2021       | BLANKET PO FOR PARTS, HARDWARE, & TOOLS | 479.70    |
| Check | 11/08/2021 198645 | Accounts Payable | MCDONALD EXCAVATING, INC.               | 204.00    |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 55473,55505       | 10/11/2021       | TOPSOIL FOR STUMPS RFB# 2274 BLANKET PO | 204.00    |
| Check | 11/08/2021 198646 | Accounts Payable | MIDWEST MOTOR SUPPLY CO INC             | 82.02     |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 9315222           | 10/11/2021       | SHOP EQUIP/TOOLS/SUPPLIES-BLANKET PO    | 82.02     |
| Check | 11/08/2021 198647 | Accounts Payable | MONROE TRACTOR                          | 78.75     |
|       | Invoice           | Date             | Description                             | Amount    |
|       | P48319            | 10/07/2021       | MOWER/TRACTOR PARTS BLANKET PO          | 78.75     |
| Check | 11/08/2021 198648 | Accounts Payable | MUNICIPAL EMERGENCY SERVICES, INC.      | 154.94    |
|       | Invoice           | Date             | Description                             | Amount    |
|       | IN1630871         | 10/26/2021       | MES SCBA Batteries                      | 154.94    |
| Check | 11/08/2021 198649 | Accounts Payable | MUNICIPAL EMERGENCY SERVICES, INC.      | 551.13    |
|       | Invoice           | Date             | Description                             | Amount    |
|       | IN1629941         | 10/07/2021       | MES Calibration Gas                     | 551.13    |
| Check | 11/08/2021 198650 | Accounts Payable | NAPA AUTO PARTS                         | 1,093.45  |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 6718042640+       | 10/07/2021       | PARTS/BLANKET PO/SOURCEWELL CONTRACT    | 1,093.45  |
| Check | 11/08/2021 198651 | Accounts Payable | NOCO                                    | 20,078.80 |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 12180203+         | 10/11/2021       | FUEL-BLANKET PO RFB#2201                | 16,956.62 |
|       | 12177725+         | 10/06/2021       | FUEL-BLANKET PO RFB#2201 MTGC           | 3,122.18  |
| Check | 11/08/2021 198652 | Accounts Payable | NYS ASSOC. OF CITY & VILLAGE CLERKS     | 50.00     |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 2021 -2022 DUES   | 10/26/2021       | 10/1/21 - 9/30/22                       | 50.00     |
| Check | 11/08/2021 198653 | Accounts Payable | NYSEG                                   | 22,233.74 |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 10/15/21          | 10/15/2021       | ACCT#1901-0000-214                      | 3,037.85  |
|       | 10-15-21          | 10/15/2021       | ACCT#1901-0154-003                      | 19,195.89 |
| Check | 11/08/2021 198654 | Accounts Payable | NYSEG                                   | 263.00    |
|       | Invoice           | Date             | Description                             | Amount    |
|       | WALKING BRIDGE    | 10/26/2021       | WORK ORDER 801000422783                 | 263.00    |
| Check | 11/08/2021 198655 | Accounts Payable | NYSID                                   | 5,622.50  |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 932088            | 10/14/2021       | ANNUAL BUILDING CLEANING CONTRACT       | 3,930.35  |
|       | 932086            | 10/14/2021       | PARKS CARETAKERS CONTRACT               | 1,692.15  |
| Check | 11/08/2021 198656 | Accounts Payable | PAWS OF NY                              | 1,691.00  |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 10/14/21          | 10/14/2021       | ACCT#126                                | 1,691.00  |
| Check | 11/08/2021 198657 | Accounts Payable | PEOPLEREADY INC                         | 9,692.83  |
|       | Invoice           | Date             | Description                             | Amount    |
|       | 26932690          | 10/14/2021       | TEMP SERVICES                           | 2,698.92  |
|       | 26941021&6947382  | 10/19/2021       | TEMP SERVICES                           | 3,675.56  |
|       | 26966423          | 10/27/2021       | TEMP SERVICES                           | 3,318.35  |
| Check | 11/08/2021 198658 | Accounts Payable | PETNY                                   | 2,822.00  |
|       | Invoice           | Date             | Description                             | Amount    |



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|       |                  |                         |                                               |           |
|-------|------------------|-------------------------|-----------------------------------------------|-----------|
|       | 11/15/21         | 10/26/2021              | WORKERS COMP LIABILITY                        | 2,822.00  |
| Check | 11/08/2021       | 198659 Accounts Payable | POINT SPRING & DRIVESHAFT CO.                 | 1,499.49  |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 131894+          | 09/27/2021              | HEAVY DUTY PARTS/RFB#2077R                    | 133.80    |
|       | 132201+          | 09/30/2021              | HEAVY DUTY PARTS/ RFB# 2077R                  | 1,365.69  |
| Check | 11/08/2021       | 198660 Accounts Payable | POSTLER & JAECKLE                             | 13,068.75 |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 2213006+         | 10/19/2021              | HVAC MAINTENANCE & PLUMBING CONTRACT          | 13,068.75 |
| Check | 11/08/2021       | 198661 Accounts Payable | POWER & CONSTRUCTION GROUP, INC               | 14,860.00 |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | MVA 8/4/2021     | 10/26/2021              | SET NEW SIGNAL POLE                           | 14,860.00 |
| Check | 11/08/2021       | 198662 Accounts Payable | REGIONAL INTERNATIONAL                        | 55.05     |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 011175525P       | 08/20/2021              | HEAVY DUTY PARTS/RFB#2077R                    | 55.05     |
| Check | 11/08/2021       | 198663 Accounts Payable | RINWALSKE GARAGE                              | 175.00    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 43748            | 09/29/2021              | TOWING SVCS -EPD FLEET                        | 175.00    |
| Check | 11/08/2021       | 198664 Accounts Payable | S V MOFFETT CO INC                            | 151.35    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 02-317878        | 10/20/2021              | B&G JACOBSEN REPAIRS-AUTHORIZED DEALER        | 151.35    |
| Check | 11/08/2021       | 198665 Accounts Payable | SAM'S CLUB DIRECT                             | 522.23    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 10/08/2021       | 10/08/2021              | FOOD, SUPPLIES, BEVERAGES,                    | 252.16    |
|       | 10/14/21+        | 10/14/2021              | FOOD, SUPPLIES, BEVERAGES,                    | 270.07    |
| Check | 11/08/2021       | 198666 Accounts Payable | SOUTHERN TIER SENTRY HARDWARE                 | 85.98     |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 76852/76821      | 10/19/2021              | CUST#16436                                    | 85.98     |
| Check | 11/08/2021       | 198667 Accounts Payable | SOUTHERN TIER SENTRY HARDWARE                 | 54.35     |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 76713,76749,7688 | 10/08/2021              | BLANKET FOR MISC SUPPLIES AND HARDWARE        | 54.35     |
| Check | 11/08/2021       | 198668 Accounts Payable | STAPLES BUSINESS ADVANTAGE                    | 135.59    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 3490011216       | 10/26/2021              | CUST#1004277                                  | 135.59    |
| Check | 11/08/2021       | 198669 Accounts Payable | STEVEN VANN                                   | 644.94    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 10/25/21         | 10/26/2021              | INSURANCE REIMBURSEMENT                       | 644.94    |
| Check | 11/08/2021       | 198670 Accounts Payable | TAKE A POWDER INC                             | 806.50    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 8271             | 10/19/2021              | DBL HEAD BRACKETS- PARKING METERS/BLANKET PO  | 806.50    |
| Check | 11/08/2021       | 198671 Accounts Payable | TCF EQUIPMENT FINANCE                         | 7,959.59  |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 7276061          | 09/13/2021              | GOLF CAR RENTALS                              | 7,959.59  |
| Check | 11/08/2021       | 198672 Accounts Payable | TIME WARNER CABLE                             | 436.96    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 81258601100221   | 10/02/2021              | YEARLY INTERNET AT MTGC ACCT 202-80285601-001 | 330.08    |
|       | 855263901101121  | 10/11/2021              | YEARLY CABLE AT MTGC/ 202-855263901-001       | 96.40     |
|       | 836270002101721  | 10/17/2021              | AWCCT#202-836270002-001                       | 10.48     |
| Check | 11/08/2021       | 198673 Accounts Payable | TOTAL RECALL MESSAGE CENTER INC.              | 166.99    |
|       | Invoice          | Date                    | Description                                   | Amount    |
|       | 79396            | 10/14/2021              | MESSAGING SERVICES                            | 166.99    |

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|       |                 |        |                  |                                                       |        |
|-------|-----------------|--------|------------------|-------------------------------------------------------|--------|
| Check | 11/08/2021      | 198674 | Accounts Payable | UniFirst Corporation                                  | 265.20 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 051-3318956+    |        | 10/21/2021       | FLOOR MATS FOR BUILDINGS                              | 145.00 |
|       | 3316722+        |        | 10/14/2021       | LAUNDRY SERVICE - BLANKET PO                          | 120.20 |
| Check | 11/08/2021      | 198675 | Accounts Payable | UNITED FIRE EQUIPMENT OF THE                          | 160.00 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 10123           |        | 10/07/2021       | FIRE EXTINGUISHER INSPECTIONS, REFILLS & REPLACEMENTS | 160.00 |
| Check | 11/08/2021      | 198676 | Accounts Payable | VAL-U TOWING                                          | 90.00  |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 43651           |        | 09/26/2021       | TOWING                                                | 90.00  |
| Check | 11/08/2021      | 198677 | Accounts Payable | VASCO BRANDS, INC.                                    | 626.57 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 129392          |        | 10/04/2021       | TOILET PAPER, PAPER TOWELS, CLEANING SUPPLIES         | 215.36 |
|       | 129389          |        | 10/04/2021       | BLANKET FOR JANITORIAL SUPPLIES FOR CITY BUILDINGS    | 250.26 |
|       | X004829         |        | 10/11/2021       | CUST#0001518                                          | 160.95 |
| Check | 11/08/2021      | 198678 | Accounts Payable | VERIZON (FORMERLY BELL ATLANTIC)                      | 119.75 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 10/12/21        |        | 10/12/2021       | ACCT#652-110-359-0001-38                              | 119.75 |
| Check | 11/08/2021      | 198679 | Accounts Payable | W. W. GRAINGER                                        | 206.72 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 9073037138      |        | 10/01/2021       | GRAINGER Bio Burn Boxes                               | 206.72 |
| Check | 11/08/2021      | 198680 | Accounts Payable | W.B. MASON                                            | 47.76  |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 224477944       |        | 10/22/2021       | Office Supplies                                       | 47.76  |
| Check | 11/08/2021      | 198681 | Accounts Payable | WILLIAM GOODWIN                                       | 371.33 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 154503          |        | 10/26/2021       | EMERGENCY LIGHTS/VHF ANTENNA                          | 276.12 |
|       | ORDER#100068714 |        | 10/26/2021       | BATTERY POWER CABLE                                   | 95.21  |
| Check | 11/08/2021      | 198682 | Accounts Payable | XEROX CORPORATION                                     | 613.41 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | 014561545       |        | 10/06/2021       | CUST#722774775                                        | 11.15  |
|       | 503981580       |        | 10/05/2021       | CUST#952918852                                        | 27.16  |
|       | 503983635       |        | 10/26/2021       | CUST#954822383                                        | 114.68 |
|       | 503983884       |        | 10/05/2021       | CUST#955001912                                        | 110.18 |
|       | 014561543       |        | 10/06/2021       | CUST#721817914                                        | 20.05  |
|       | 503983882       |        | 10/05/2021       | CUST#955000963                                        | 97.63  |
|       | 503983391       |        | 10/05/2021       | CUST#954633640                                        | 117.88 |
|       | 503983883       |        | 10/05/2021       | CUST#955001094                                        | 114.68 |
| Check | 11/08/2021      | 198683 | Accounts Payable | BERNICE BECKWITH                                      | 123.00 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | TM#99.06-1-54   |        | 07/06/2021       | SANITATION OPT-OUT                                    | 123.00 |
| Check | 11/08/2021      | 198684 | Accounts Payable | KEVIN GLASSBERG                                       | 124.00 |
|       | Invoice         |        | Date             | Description                                           | Amount |
|       | TM#99.11-6-43   |        | 10/26/2021       | SANITATION OPT-OUT                                    | 124.00 |

GENERAL FUND GENERAL FUND Totals: Transactions: 83 \$189,415.13

Checks: 83 \$189,415.13

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING  
Batch Date: 11/08/2021

| Type                                              | Date            | Number Source           | Payee Name                                 | EFT Bank/Account | Transaction Amount |
|---------------------------------------------------|-----------------|-------------------------|--------------------------------------------|------------------|--------------------|
| <b>Bank Account: CAP CHECK - CAPITAL CHECKING</b> |                 |                         |                                            |                  |                    |
| Check                                             | 11/08/2021      | 104478 Accounts Payable | CHEMUNG COUNTY BUILDING SUPPLIES           |                  | 520.00             |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 216066          | 10/25/2021              | STORM WATER/DRAINAGE/PUMP STATION REPAIRS  |                  | 520.00             |
| Check                                             | 11/08/2021      | 104479 Accounts Payable | DALRYMPLE GRAVEL COMPANY                   |                  | 9,140.20           |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 13051           | 10/26/2021              | BLACKTOP - PATCHING RFB# 2212 BLANKET PO   |                  | 9,140.20           |
| Check                                             | 11/08/2021      | 104480 Accounts Payable | ELMIRA ROAD MATERIALS, LLC                 |                  | 128,190.71         |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 8434            | 05/27/2021              | 2020 CARRYOVER ROAD PROG-TYPE 6F/RFB# 2211 |                  | 100,564.90         |
|                                                   | 8435            | 05/28/2021              | 2020 CARRYOVER ROAD PROG-TYPE 6F/RFB# 2211 |                  | 27,625.81          |
| Check                                             | 11/08/2021      | 104481 Accounts Payable | ERDMAN ANTHONY                             |                  | 90,394.86          |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 6754.68 EST. 36 | 09/02/2021              | W WATER DOWNTOWN PIN 6754.68.121           |                  | 90,394.86          |
| Check                                             | 11/08/2021      | 104482 Accounts Payable | FOOR & ASSOCIATES                          |                  | 477.00             |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | JOB NO. 3982    | 10/01/2021              | FOOR Station 3 Roof                        |                  | 477.00             |
| Check                                             | 11/08/2021      | 104483 Accounts Payable | GARAGE FLOOR COATING OF NEW YORK           |                  | 14,045.10          |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 941             | 10/13/2021              | EPOXY FLOOR FOR CITY HALL BASEMENT         |                  | 14,045.10          |
| Check                                             | 11/08/2021      | 104484 Accounts Payable | I. D. BOOTH, INC.                          |                  | 9.90               |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 1186279.001     | 10/26/2021              | PVC PIPE/CAPS/GENL HARDWARE-STORMWATER     |                  | 9.90               |
| Check                                             | 11/08/2021      | 104485 Accounts Payable | J.C. SMITH, INC.                           |                  | 18,000.00          |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 1574082         | 10/11/2021              | VIRTUAL MSG. BOARD - STREET DEPT.          |                  | 18,000.00          |
| Check                                             | 11/08/2021      | 104486 Accounts Payable | L.C. WHITFORD COMPANY, INC.                |                  | 101,256.00         |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | 6755.31 EST. 6  | 10/28/2021              | MAIN ST BRIDGE REHAB/CONSTR/6754.90        |                  | 101,256.00         |
| Check                                             | 11/08/2021      | 104487 Accounts Payable | SUIT-KOTE CORP.                            |                  | 578.14             |
|                                                   | Invoice         | Date                    | Description                                |                  | Amount             |
|                                                   | IN014807        | 10/21/2021              | POTHOLE KILLER RFB#2287                    |                  | 578.14             |
| CAP CHECK CAPITAL CHECKING Totals:                |                 |                         | Transactions: 10                           |                  | \$362,611.91       |
| Checks:                                           | 10              |                         | \$362,611.91                               |                  |                    |

HAND CHECKS DETAILS  
CAPITAL HAND CHECKS DETAIL

\$8,494.56  
\$0.00

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 10/25/2021

| Type                                             | Date            | Number Source           | Payee Name            | EFT Bank/Account | Transaction Amount |
|--------------------------------------------------|-----------------|-------------------------|-----------------------|------------------|--------------------|
| <b>Bank Account: GENERAL FUND - GENERAL FUND</b> |                 |                         |                       |                  |                    |
| Check                                            | 10/25/2021      | 198598 Accounts Payable | ANTHONY ALVERNAZ      |                  | 138.00             |
|                                                  | Invoice         | Date                    | Description           |                  | Amount             |
|                                                  | TRAINING 10/20  | 10/19/2021              | MEALS PER DIEM        |                  | 138.00             |
| Check                                            | 10/25/2021      | 198599 Accounts Payable | CHASE CARD SERVICES   |                  | 2,525.17           |
|                                                  | Invoice         | Date                    | Description           |                  | Amount             |
|                                                  | 10/6/2021 stmt  | 10/19/2021              | ACCT 4246315238977290 |                  | 2,525.17           |
| Check                                            | 10/25/2021      | 198600 Accounts Payable | JAMES J TURCSIK, JR.  |                  | 5,331.39           |
|                                                  | Invoice         | Date                    | Description           |                  | Amount             |
|                                                  | 10/1-10/15/2021 | 10/19/2021              | Commission Check      |                  | 5,331.39           |
| GENERAL FUND GENERAL FUND Totals:                |                 |                         | Transactions: 3       |                  | \$7,994.56         |
| Checks:                                          |                 | 3                       | \$7,994.56            |                  |                    |

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City of Elmira \*LIVE\*

## Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND  
Batch Date: 10/26/2021

| Type                                      | Date       | Number Source           | Payee Name                              | EFT Bank/Account | Transaction Amount |
|-------------------------------------------|------------|-------------------------|-----------------------------------------|------------------|--------------------|
| Bank Account: GENERAL FUND - GENERAL FUND |            |                         |                                         |                  |                    |
| Check                                     | 10/26/2021 | 198601 Accounts Payable | NYS DEC                                 |                  | 500.00             |
|                                           | Invoice    | Date                    | Description                             |                  | Amount             |
|                                           | 8-010545   | 10/26/2021              | PERMIT RENEWAL - PETROLEUM BULK STORAGE |                  | 500.00             |
| GENERAL FUND GENERAL FUND Totals:         |            |                         | Transactions: 1                         |                  | \$500.00           |
| Checks:                                   |            | 1                       | \$500.00                                |                  |                    |

## Elmira City Council

**Agenda Summary:** Act on resolution to adjourn.

**Resolution Number:** 2021-321

**Sponsor:** Nan Moss

### ATTACHMENTS

[Adjournment Nov 8.docx](#)

November 8, 2021

RESOLUTION

NO. 2021 – \_\_\_\_\_

By: \_\_\_\_\_

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, November 22, 2021, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

**ADOPTED BY THE FOLLOWING VOTE**

| <b>AYES</b> |                        | <b>NAYS</b> |
|-------------|------------------------|-------------|
|             | Councilmember Stermer  |             |
|             | Councilmember Moss     |             |
|             | Councilmember Franchi  |             |
|             | Councilmember Kitching |             |
|             | Councilmember Grasso   |             |
|             | Councilmember Duffy    |             |
|             | Mayor Mandell          |             |