

APPROVAL OF MINUTES

2021-188

Joseph Duffy

Act on resolution dispensing with the minutes of the Regular Council Meeting held on Monday, June 7, 2021.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

Public Hearing Resolution CDBG/HOME Annual Action Plan.

RESOLUTIONS

2021-189

Council as a Whole

Act on resolution of the City Council accepting the canvas of the returns of the Elmira Water Board Election and further declare Robert L. Briggs, 504 Oak Street Elmira NY to be elected to the Office of Water Commissioner for a term of five years expiring June 2026.

2021-190

Mayor Mandell

Receive communication from the Mayor and act on resolution appointing Richard Haskins, 61 West Hill Road, Elmira, to the City Planning Commission to fill the unexpired term of Randy Reid, with term to expire April 30, 2023; and the reappointment of David Harkness, 605 Mt. Zoar Street, Elmira, with a term expiring on April 30, 2024.

2021-191

Council as a Whole

Resolution approving a Memo of Understanding with Catholic Charities of Chemung/Schuyler under which Catholic Charities will conduct additional outreach to homeowners regarding foreclosure prevention services.

2021-192

Brent Stermer

Resolution Authorizing Grant Application to the Community Foundation for the Lackawanna Rail Trail and upon approval the authorization to accept the funds from the Community Foundation for the enhancements to

the Lackawanna Trail.

AGREEMENTS

2021-193

Brent Stermer

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a License Agreement between the City and Gurdeep Singh d/b/a RS Food Mart, Inc., 804 Lake Street, granting a license to use the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a term of one year commencing retroactively from June 15, 2021 and expiring on June 14, 2022, for which Singh will pay an annual license fee to the City in the amount of \$450.00; said agreement subject to Corporation Counsel approval.

2021-194

Brent Stermer

Receive communication from the City Manager and act on resolution authorizing the purchase of a spray pad for Mark Twain Riverfront Park under the Omnia Cooperative contract, of which the City is a member, at a quoted price of \$58,726.76, said purchase to be made by Omnia contract with Game Time/MRC which will acquire the equipment from its supplier, Water Odyssey, and authorizing Andy Avery to accept the price quotation, a copy of which is attached hereto; said contract subject to Corporation Counsel approval.

OVERTIME REPORTS

2021-195

Joseph Duffy

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2021 in the amount of \$30,257.19.

AUDITS

2021-196

Council as a Whole

Act on Lead Hazard Reduction Grant Program Audit.

2021-197

Council as a Whole

Act on Community Development Block Grant Program Audit.

2021-198

Council as a Whole

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

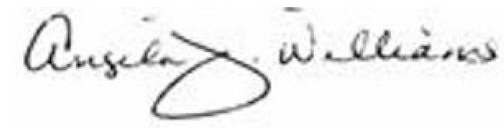
ADJOURN

2021-199

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, stylized initial 'A'.

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Council Meeting held on Monday, June 7, 2021.
Resolution Number:	2021-188
Sponsor:	Joseph Duffy

ATTACHMENTS

[Beginning June 21.docx](#)

June 21, 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 21st day of June, 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 June 7, 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: Public Hearing Resolution CDBG/HOME Annual Action Plan.

Resolution Number:

Sponsor:

ATTACHMENTS

[Public Hearing Resolution Form.docx](#)

June 21, 2021

PUBLIC HEARING

PUBLIC HEARING held this 21st of June, 2021 for the purpose of receiving written and oral comments from the public regarding the City of Elmira's 2021 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Programs.

APPEARANCES:

In Favor Of:

Opposed:

Elmira City Council

Agenda Summary: Act on resolution of the City Council accepting the canvas of the returns of the Elmira Water Board Election and further declare Robert L. Briggs, 504 Oak Street Elmira NY to be elected to the Office of Water Commissioner for a term of five years expiring June 2026.

Resolution Number: 2021-189

Sponsor: Council as a Whole

ATTACHMENTS

[2021 Elmira Water Board Elec Results Resolution.doc](#)

June 21, 2021

RESOLUTION

NO. 2021- _____

**RESOLUTION OF THE CITY COUNCIL
ACCEPTING THE CANVAS OF THE RETURNS
OF THE ELMIRA WATER BOARD ELECTION
BY THE ELECTION INSPECTORS**

By Councilmember: _____

The City Council assembled at a regular meeting held this 21st day of June 2021, having canvassed the returns of the election inspectors of the Special Election held on June 1, 2021, for the purpose of electing one water board commissioner for a period of five (5) years with a term expiring June 2026, find said returns to be correct; therefore be it

RESOLVED, that Robert L. Briggs, 504 Oak, Street, Elmira, New York is declared to be elected to the office of Water Board Commissioner of the City of Elmira for a term of Five Years, expiring June, 2026; and be it further

RESOLVED, that Mayor and the City Clerk be directed to certify the foregoing statement and resolution and the same be entered in the minutes of the City Council.

CITY OF ELMIRA)
)ss:
CHEMUNG COUNTY)

We hereby certify that at the meeting of the City Council of Elmira, held at the City Hall, in said City on June 21, 2021, in compliance with the City Charter, a statement of the votes taken at an Election held Tuesday, June 1, 2021, and filed with the City Clerk was duly canvassed and further certify that Robert L. Briggs, was duly elected to the office of Elmira Water Board Commissioner for a term of five years, he having received the highest number of votes cast at the election with a term expiring June 2026.

DANIEL J. MANDELL, JR., MAYOR
ANGELA J. WILLIAMS, CITY CLERK

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

June 21, 2021

2021 ELMIRA WATER BOARD ELECTION

TO: THE HONORABLE MAYOR AND COUNCILMEMBERS:

We, the undersigned, regularly appointed and qualified Inspectors of Election, appointed by the Council of the City of Elmira, New York, at a regular meeting held on, June 21, 2021, DO HEREBY CERTIFY that said election was regularly conducted on June 1, 2021 and that the total number of votes cast was as follows:

Robert L. Briggs	6
(Write-In)	0
Total Votes Voided	0

Total People That Voted: 6

Total Votes Cast: 6

Total Votes That Counted 6

WITNESS OUR HANDS, THIS
1st DAY OF JUNE, 2021.

Lori Adams _____

Debra E. Pietro _____

Roxanne Brown-Sinclair _____

June 21, 2021

ELMIRA WATER BOARD ELECTION
HELD ON JUNE 1, 2021

THERE WAS (1) CANDIDATE RUNNING FOR THE POSITION OF WATER BOARD COMMISSIONER ONE FIVE-YEAR TERM WITH A TERM EXPIRING JUNE 2026.

THE CANDIDATE WAS ROBERT L. BRIGGS, THERE WAS **6** VOTES CAST AND PUT IN THE BALLOT BOX, **0** VOTES HAD TO BE VOIDED. MAKING A TOTAL OF **6** THAT COULD BE COUNTED.

FINAL TOTAL VOTES CAST – **6**

TOTAL VOTES THAT COUNTED – **6**

THE FOLLOWING VOTES WERE RECEIVED.

	TOTAL VOTE:
ROBERT L. BRIGGS	6
WRITE INS:	0
VOIDS	0
TOTAL	6

CONGRATULATIONS TO: ROBERT L. BRIGGS - (5 YEAR TERM)

ANGELA J. WILLIAMS
CITY CLERK

Agenda Summary: Receive communication from the Mayor and act on resolution appointing Richard Haskins, 61 West Hill Road, Elmira, to the City Planning Commission to fill the unexpired term of Randy Reid, with term to expire April 30, 2023; and the reappointment of David Harkness, 605 Mt. Zoar Street, Elmira, with a term expiring on April 30, 2024.

Resolution Number: 2021-190

Sponsor: Mayor Mandell

ATTACHMENTS

[Planning Board Appointment Harkness and Haskins.docx](#)

June 21, 2021

FOR THE AGENDA
COMMUNICATION

To Councilmembers:

Pursuant to Section 1025 of the Zoning Ordinance of the City of Elmira, I recommend the appointment to the City Planning Commission of Richard Haskins, 61 West Hill Road, Elmira, NY, with a term expiring April 30, 2023, to fill the unexpired term of Randy Reid who elected to resign; and the reappointment of David Harkness, 605 Mt. Zoar Street, Elmira, NY, with a term expiring on April 30, 2024.

Respectfully,

Daniel J. Mandell, Jr.
Mayor

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the Mayor recommending the appointment to the City Planning Commission of Richard Haskins, 61 West Hill Road, Elmira, NY, with a term expiring on April 30, 2023; and the reappointment of David Harkness, 605 Mt. Zoar Street, Elmira, NY with a term expiring April 30, 2024 be received and placed on file, and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the appointments to the City Planning Commission.

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:	Resolution approving a Memo of Understanding with Catholic Charities of Chemung/Schuyler under which Catholic Charities will conduct additional outreach to homeowners regarding foreclosure prevention services.
Resolution Number:	2021-191
Sponsor:	Council as a Whole

ATTACHMENTS

[2021_City-_Catholic_Charities_for_LISC_ZVP_Initiative-_resolution.docx](#)
[Backup Material - MOU City of Elmira- Catholic Charities Zombies 2.0.docx](#)

June 21, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In 2019, the City of Elmira entered into a Grant Disbursement Agreement with the Local Initiatives Support Corporation (“LISC”) for its zombie and vacant properties remediation and prevention program Zombie 2.0. One of the allowed activities was to provide outreach to homeowners/renters at-risk of foreclosure and eviction. The original budget was modified to include this activity because of the Covid-19 Pandemic and the financial challenges renters and property owners are facing in the City of Elmira.

Catholic Charities of Chemung/Schuyler has HUD-certified housing counselors and currently provides foreclosure prevention services. Catholic Charities has agreed to conduct additional outreach within the City of Elmira to at-risk homeowners and renters in the form of billboards and the production and distribution of outreach materials regarding their services. A total not to exceed \$23,400.00 has been set-aside in the grant to cover this outreach and trainings.

The following resolution authorizes the Mayor to execute a Memorandum of Understanding providing for these services.

Respectfully yours,

P. Michael Collins
City Manager

June 21, 2021

RESOLUTION APPROVING A MEMO OF UNDERSTANDING WITH CATHOLIC CHARITIES OF
CHEMUNG AND SCHUYLER

NO. 2021- _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding a Memorandum of Understanding between Catholic Charities of Chemung/Schuyler) and the City under which Catholic Charities of Chemung/Schuyler will conduct additional outreach to homeowners regarding foreclosure prevention services, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a Memorandum of Understanding, copy of which is attached hereto and made a part hereof, under which Catholic Charities of Chemung/Schuyler will provide such services at a cost to the City not to exceed \$23,400 as agreed by the City and Catholic Charities of Chemung/Schuyler; said Memorandum of Understanding 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	

Memorandum of Understanding Between the City of Elmira and Catholic Charities of Chemung/Schuyler

This Memorandum of Understand (“MOU”), dated the ____ day of June 2021, between the City of Elmira (“CITY”), with offices at 317 East Church Street, Elmira, NY 14901, and Catholic Charities of Chemung/Schuyler, with offices at 215 East Church Street, Elmira, NY 14901, sets forth the mutual understanding of the parties;

WHEREAS, the City of Elmira is participating in the Zombie and Vacant Properties Remediation and Prevention Initiative administered by the Local Initiatives Support Corporation (“LISC”) and has been provided grant funding under this program;

WHEREAS, the program allows the City to partner with an agency to provide outreach to homeowners at-risk of foreclosure; and

WHEREAS, Catholic Charities of Chemung/Schuyler provides foreclosure prevention outreach with HUD certified Housing Counselors and has an established relationship providing housing counseling services for residents within the City of Elmira; and

WHEREAS, the City of Elmira is willing to pay for costs related to additional outreach performed by Catholic Charities of Chemung/Schuyler to City of Elmira homeowners at-risk of foreclosure.

NOW, THEREFORE, the City of Elmira and Catholic Charities of Chemung/Schuyler set forth their mutual understanding as follows:

1. The term of this MOU will be from June 1, 2021 to November 1, 2021, subject to the availability and appropriation of funds through the Zombie and Vacant Properties Remediation and Prevention Initiative.
2. This MOU is not a legally binding instrument and is only intended to set forth the understandings and expectations of the parties without creating any enforceable rights or obligations; and
3. Funding for Catholic Charities Foreclosure Prevention Outreach Costs:
 - a. The City of Elmira will pay Catholic Charities of Chemung/Schuyler a sum not to exceed twenty-three thousand and four hundred dollars (\$23,400.00).
 - b. The City of Elmira will provide an advance in the sum of seven thousand and eight hundred dollars (\$7,800) upon signing of the MOU.
 - c. Catholic Charities will submit invoices on a monthly basis on an official invoice.
 - d. Each invoice shall include, at minimum, a breakdown of the outreach performed included any outreach materials purchased and associated costs.
4. Either party may cancel this Agreement, with or without cause, by providing thirty (30) days advance written notice to the other party.

IN WITNESS thereof, this Agreement is signed and agreed to as of the date first written below.

CATHOLIC CHARITIES OF CHEMUNG/SCHUYLER

_____ Signature	_____ Date
Its:	

CITY OF ELMIRA

_____ Signature	_____ Date
Its: Mayor	
Resolution	

Elmira City Council

Agenda Summary: Resolution Authorizing Grant Application to the Community Foundation for the Lackawanna Rail Trail and upon approval the authorization to accept the funds from the Community Foundation for the enhancements to the Lackawanna Trail.

Resolution Number: 2021-192

Sponsor: Brent Stermer

ATTACHMENTS

[Rail Trail.docx](#)

June 21, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Chemung County will be extending the existing Lackawanna Rail Trail with a connection between Eldridge Park and McCann's Memorial Park.

The project is an inter-municipal collaboration with local match agreements and maintenance commitments from the City of Elmira, Town of Elmira, Village of Elmira Heights and Chemung County.

Chemung County will contribute in-kind labor, permitting and engineering resources, as well as maintenance and administration of the trail extension. Chemung County has secured \$40,000 towards this project through collaborative inter-municipal agreements and needs an additional \$20,000 to begin and complete work in 2022.

Chemung County Planning Department has requested that the City of Elmira's Department of Community Development serve as the lead applicant for a grant with the Community Foundation in the sum of \$20,000.

Respectfully,

P. Michael Collins

City Manager

June 21, 2021

RESOLUTION AUTHORIZING APPROVAL OF
GRANT APPLICATION TO COMMUNITY FOUNDATION
No. 2021-_____

By Councilmember_____:

WHEREAS, the Community Foundation has announced that they will be accepting applications for the 2021 Community Foundation Grant Program; and

WHEREAS, Chemung County plans to create a half mile recreational trail that will extend the existing Lackawanna Trail and connect Eldridge Park and McCann's Memorial Park; and

WHEREAS, the City intends to apply in partnership with Chemung County Planning Department in the sum of \$20,000 for the rail trail project; and

WHEREAS, Chemung County has secured \$40,000 towards this project through collaborative inter-municipal agreements.

NOW, THEREFORE, be it

RESOLVED, that the Mayor is hereby authorized and directed to file an application for the funds from the Community Foundation in the amount of \$20,000, and upon approval of said request, is authorized to accept funds from the Community Foundation for the enhancements to the Lackawanna Trail.

ADOPTED BY THE FOLLOWING VOTE

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

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute a License Agreement between the City and Gurdeep Singh d/b/a RS Food Mart, Inc., 804 Lake Street, granting a license to use the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a term of one year commencing retroactively from June 15, 2021 and expiring on June 14, 2022, for which Singh will pay an annual license fee to the City in the amount of \$450.00; said agreement subject to Corporation Counsel approval.

Resolution Number:

2021-193

Sponsor:

Brent Stermer

ATTACHMENTS

[resolution RS food mart-singh 2021-2022 license agreement 809 lake st 6.21.2021.docx](#)
[RS Food Mart 2021-2022 - license agmt - 809 lake st.doc](#)

June 21, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic (hereinafter Right-of-Way). Gurdeep Singh d/b/a RS Food Mart, Inc. is desirous of having his customers to continue to park upon said Right-of-Way held by the City. Under a License Agreement dated July 15, 2020 between Baljinders S. Multani d/b/a AA Mart, Inc. and the City, the License Agreement contained an assignment clause. Singh purchased the property from Multani in December 2020 and has been using the Right-of-Way for customer parking, said agreement expired June 14, 2021.

The following resolution grants the license and authorizes the Mayor to execute a new License Agreement with Gurdeep Singh effective retroactively from June 15, 2021 to June 14, 2022. Singh will pay the City an annual license fee of \$450.00 (10 spaces x \$45.00 per space).

Respectfully yours,

P. Michael Collins
City Manager

June 21, 2021

RESOLUTION
NO. 2021 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City granting to Gurdeep Singh d/b/a RS Food Mart, Inc. a License Agreement to continue to utilize the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a one-year term commencing upon the execution of the Agreement, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby grant to Gurdeep Singh d/b/a RS Food Mart, Inc. a license to use the City's Right-of-Way (that portion of Lake Street north of Harper Street) for customer parking for a term of one (1) year commencing retroactively on June 15, 2021 and expiring on June 14, 2022 upon the execution of the Agreement, and in consideration for such permission, Singh will pay an annual license fee to the City in the amount of \$450.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a License Agreement containing the aforementioned provisions; 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	

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 by and between

CITY OF ELMIRA, a municipal corporation having its principal office and place of business at 317 East Church Street, Elmira, NY 14901, hereinafter called “City”,

and

GURDEEP SINGH, d/b/a RS Food Mart Inc., with a business located at 804 Lake Street, Elmira, NY 14901, hereinafter “Singh”,

W I T N E S S E T H:

WHEREAS, the City of Elmira is the owner of a certain Right-of-Way located within the City and commonly referred to as a portion of Lake Street, more particularly that portion of Lake Street north of Harper Street, which presently is closed to through-traffic, (hereinafter Right-of-Way); and

WHEREAS, Singh is desirous of having his customers park upon said Right-of-Way held by the City; and

WHEREAS, the City is desirous of granting Singh permission to allow said customer parking so as to foster the City’s efforts in promoting commerce within the City;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. ***License***: The City hereby grants to Singh permission to use the Right-of-Way held by the City for the purpose of RS Food Mart Inc. customer parking. Singh shall not use the Right-of-Way for any other purpose without the prior written consent of the City.

2. ***Term and Option***: This License Agreement may be terminated at any time by the City of Elmira; term of the Agreement shall be for one (1) year effective from June

15, 2021 and expiring on June 14, 2022. To cancel renewal of this Agreement, Singh must notify the City in writing of his election not to renew this Agreement no later than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal.

3. **Fee:** In consideration for the right to use the Right-of-Way, Singh shall pay at the time of the execution of this Agreement to the City the sum of FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS per year.

4. **Structural Changes/Improvements:** Singh shall not make any structural changes to the Right-of-Way without the prior written consent of the City.

5. **Insurance/Indemnification:** Singh shall maintain throughout the entire term of this Agreement, at his sole cost and expense, a certificate of insurance naming the **City of Elmira, its officers, employees and agents as additional insureds on a primary basis**. The policy must provide minimum coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and which policy must be acceptable to the City's Corporation Counsel.

Singh shall defend and indemnify and save harmless the City, its officers and employees, against all liability, judgments, costs, damages and expenses (including reasonable attorneys' fees) upon any claim for injuries to or death of any persons or damage to any property arising as a result of Singh's, his employees', agents', invitees', and representatives' use of the Right-of-Way, and Singh shall further indemnify and hold harmless the City of Elmira, its officers and employees against any and all claims, judgments, losses and expenses (including reasonable attorneys' fees), premised either directly or indirectly upon any violation of federal law or regulations, State of New York laws, rules or regulations, and any local ordinance by Singh, his employees, or agents.

Singh shall be solely responsible for the safety and protection of all persons, property and equipment participating in, or used in, the operation of the business.

6. **Certificates/Permits:** Prior to the commencement of any operations, Singh shall obtain any and all permits necessary for the conduction of the business and shall file

with the Chemung County Clerk a certificate of doing business under an assumed name, if applicable, and shall provide a copy of said certificate, stamped with the date and time of filing with the County Clerk, to the City's Law Department.

7. **Termination:** The City shall have the right to terminate this Agreement for any reason upon written notice to Singh. The City shall have no liability or obligation to pay Singh all or any portion of the expenses incurred by him for any improvements or alterations to the Right-of-Way.

8. **Default:** Any failure by Singh to comply with the terms and conditions of this Agreement shall constitute an event of default, in which case the City may terminate this Agreement upon written notice. The City's failure to declare Singh in default shall not constitute a waiver by the City of its right to declare Singh in default at any time in the future during the term of this Agreement.

9. **Building Condition:** Upon expiration or termination of this Agreement, Singh shall return the Right-of-Way to the City in a clean and neat condition, subject to any alterations or improvements which shall become the property of the City.

10. **Nondiscrimination Clause:** Singh, his employees, agents, representatives and volunteers shall not discriminate against any person because of age, race, creed, sex, color, disability, national origin or marital status.

11. **Assignment:** Singh shall not assign this License Agreement without the prior written consent of the City.

12. **Modifications:** This Agreement represents the entire agreement between the parties and may not be changed, altered or modified without the prior written approval of each party.

13. **Notices:** Any notices pursuant to this Agreement may be served either personally or by certified mail, return receipt, to the address of each of the parties set forth herein above, or to such other address as either party may notify the other.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the date set forth opposite their respective signatures.

CITY OF ELMIRA, NEW YORK

Dated: ____/____/2021

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

Dated: ____/____/2021

Gurdeep Singh
d/b/a RS Food Mart, Inc.

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the purchase of a spray pad for Mark Twain Riverfront Park under the Omnia Cooperative contract, of which the City is a member, at a quoted price of \$58,726.76, said purchase to be made by Omnia contract with Game Time/MRC which will acquire the equipment from its supplier, Water Odyssey, and authorizing Andy Avery to accept the price quotation, a copy of which is attached hereto; said contract subject to Corporation Counsel approval.

Resolution Number:

2021-194

Sponsor:

Brent Stermer

ATTACHMENTS

[resolution purchase of mark twain riverfront park 6.21.2021.docx](#)

[mark twain riverfront park quotation spray pad equipment 6.21.2021.pdf](#)

June 21, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The plans for the redesign of a portion of Mark Twain Riverfront Park (Riverfront) provide for the removal of the existing fountain (at the end of Baldwin Street) and the installation of a “spray pad”. Andy Avery is recommending that the purchase of this equipment be made under the Omnia Cooperative contract, of which the City is a member. The Omnia contract is with Game Time/MRC which will acquire the equipment from its supplier, Water Odyssey. The supplier has issued to the City a price quotation of \$58,726.76, which is valid until June 30, 2021.

The following is a resolution by the Council authorizing the purchase and further authorizing Andy Avery to accept the quotation.

Respectfully yours,

P. Michael Collins
City Manager

June 21, 2021

RESOLUTION
NO. 2021 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's purchase of a "spray pad" for the Mark Twain Riverfront Park under the Omnia Cooperative contract, of which the City is a member; said purchase to be made by the Omnia contract with Game Time/MRC which will acquire the equipment from its supplier, Water Odyssey, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the purchase of the "spray pad" under the Omnia Cooperative contract at a quoted price of \$58,726.76; and be it further

RESOLVED, that Andy Avery is authorized to accept the price quotation, a copy of which is attached hereto and made a part hereof; said contract 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	



fountain people
• PLAYCORE COMPANY

Project No: W22223
Mark Twain Riverfront Park

Version: USC 1B

Quotation

Equipment Price	\$59,001.00
USC Discount 8%	-\$4,720.08
Net Price	\$54,280.92
Freight and Crate	\$4,445.84
Final Total	\$58,726.76

USC Contract 20177001134

June 9th, 2021
Valid until June 30th, 2021

Qty	Part Number	Part Description
(1)	05-0508	2" PRV20HP; 110GPM typical; Cast Bronze Pressure Reducing Valve, 25-75PSI output range; 36 Series Conbraco 36-108-01 factory set at 50PSI
(1)	CGD-15-PTP	Custom Pedestal Mounted Glow Dome Controller- control panel including NEMA-12 enclosure, power distribution, DMX Interface LED control card for operating up to (15) individual light fixtures, labeled terminal strips for field connections.
(4)	W381-05	Glow Dome Baby Long Legs
(8)	W381-12	Glow Dome Popp Dropp
(1)	W381-17	Glow Dome Water Weave
(1)	W009	Touch & Go™ Bollard, Wired.
(1)	DSC-8-8-PTP	Pedestal Mounted UL-Listed Controller with 1 module for 8 hard-wired inputs, 1 module for 8 wired 24VAC outputs, mounted in a NEMA 4X Enclosure with Lockable Hasp.
(1)	VM-05	4" Stainless Steel Manifold for Valve Box Installation w/pressure gauge, drain valve, water hammer arrestor, FPT inlet connection (5) discharge assemblies each with (1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.
(1)	WVB-3232	In-ground FRP valve box with 32" x 32" heavy-duty FRP lid, wiring channel, 2" conduit connection, and tamper-resistant stainless steel fasteners. For use with Catalog Number VM-04 through VM-06 Manifolds.
(3)	W200	Plain Drain™ with 4" Slip Connection

To accept this quotation, please sign here and return.

Type/Print _____

Signature _____

Date _____

Creating compelling guest experiences.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com



Warranty Statement

Warranty

Fountain People shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People. Fountain People will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.



Terms & Conditions

1. **TERMS AND CONDITIONS**, which follow, shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People, Inc. (FPI) at the time of order acceptance.
2. **PURCHASE ORDERS** must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to "Fountain People, Inc." – not to our agent or any other party. All purchase orders must reference a specific "Equipment List" or equipment by catalog number. No purchase order will be accepted which references equipment "per Plans and Specifications".
3. **ACCEPTANCE OF ORDERS** takes place only when the order is acknowledged in writing by Fountain People, Inc. FPI reserves the right to reject any order.
4. **PRICES** are firm for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be firm for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
5. **SALES TAXES:** (Customer) is solely responsible for prompt payment of any and all Taxes to the appropriate tax authority. Fountain People, Inc. shall not be liable for any of (Customer) income taxes, franchise tax or similar tax measured by (Customer) gross income or any business and operating licenses, fees and permits imposed upon (Customer) business operations. FPI shall not be liable to (Customer) for any employment related tax, fee, or charge. FPI will collect Sales and Use Taxes in the following states as applicable: Alabama, Arizona, Arkansas, California, Florida, Kansas, North Carolina, Pennsylvania, and Texas. Quoted prices do not include sales tax amount, which will be added at time of invoicing.
6. **TERMS OF PAYMENT FOR DOMESTIC SHIPMENTS** may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser. Standard payment terms are 50% deposit, with balance due upon shipment.
7. **TERMS OF PAYMENT FOR INTERNATIONAL SHIPMENTS:** Fountain People, Inc. will accept 50% cash deposit, with the balance due prior to shipment. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the FPI manufacturing facility for the purpose of payment.
8. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
9. **RETENTIONS:** Fountain People, Inc. is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FPI is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and therefore should not receive 1099s, nor should payments be withheld on this premise.
10. **MATERIAL LIENS:** As a vendor, supplier, and material manufacturer, Fountain People, Inc. does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. Conditional and unconditional waivers shall be furnished to purchaser upon request and when appropriate.
11. **DELIVERY** will be made via common carrier. Fountain People, Inc. assumes no liability associated with shipping delays resulting from causes beyond its control. All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipments or other special handling will be billed to the purchaser.
12. **RETURNS** will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser's expense. No freight collect shipments will be accepted.
13. **CANCELLATIONS** made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.
14. **FOUNTAIN SYSTEMS AND COMPONENT WARRANTY:** Fountain People, Inc. shall warrant all properly installed and maintained equipment (except lamps) for a period of one year from date of shipment. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. FPI, at its option, shall replace or repair any materials, components, or workmanship found to be defective within the warranty period when returned to

the factory freight prepaid. No component may be returned to FPI for repair or replacement without an approved return material authorization.

15. This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to facilitate fountain repairs. FPI shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by FPI. Fountain People, Inc. will not accept liability for consequential loss or liquidated damages in connection with this order.
16. No other warranty, expressed or implied, including the warranties of merchantability exists beyond that included in this statement. In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order, these terms and conditions contained shall supersede and prevail.

Agenda Summary:

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2021 in the amount of \$30,257.19.

Resolution Number:

2021-195

Sponsor:

Joseph Duffy

ATTACHMENTS

[RESOLUTION 062121.docx](#)
[10-11 2021.docx](#)

June 21, 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 10 and 11 of 2021.

It is respectfully recommended that the City Council authorize the payment of \$30,257.19 for pay periods 10 and 11 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 June 21, 2021 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 10 and 11 of 2021 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 10 and 11 of 2021 in the amount of \$30,257.19 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 10 and 11**

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	192.10	9,962.31
COVID-19 SICK	156.00	8,087.40
PERSONAL	108.00	5,666.76
BEREAVEMENT	24.00	956.76
SCHOOL	96.00	5,583.96
TOTAL	576.10	30,257.19

Elmira City Council



Agenda Summary: Act on Lead Hazard Reduction Grant Program Audit.

Resolution Number: 2021-196

Sponsor: Council as a Whole

ATTACHMENTS

[06-21-2021 audit \(LEAD\).doc](#)
[Additional information for LEAD Hazard Reduction.doc](#)

June 21, 2021

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2021-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$56,734.94** are hereby audited for payment for the LEAD Hazard Reduction Grant, June 21, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Other Direct Costs- Lead Hazard Reduction	Greg Bates Contracting & Client	LEAD Portion of new rehab grant (See attached for client's name and address)	\$15,000.00
Other Direct Costs- Healthy Homes	Greg Bates Contracting & Client	Healthy Homes portion of new rehab grant (See attached for client's name and address)	\$5,000.00
Other Direct Costs- Mortgage filing fees	Chemung County Clerk	Leah Hazard/Healthy Homes grant mortgage filing fee (see attached for client's name and address)	\$70.00
Other Direct Costs- Lead Hazard Reduction	Maye Development & Client	LEAD Portion of new rehab grant (See attached for client's name and address)	\$24,580.00
Other Direct Costs- Healthy Homes	Maye Development & Client	Healthy Homes portion of new rehab grant (See attached for client's name and address)	\$6,340.00
Other Direct Costs- Mortgage filing fees	Chemung County Clerk	Leah Hazard/Healthy Homes grant mortgage filing fee (see attached for client's name and address)	70.00

Telephone Charges	City Chamberlain	Inv. 2021-000000025 May 2021 phone	\$31.28
Lead Risk Assessment	EcoSpect	Inv. 4275 Failed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Lead Risk Assessment	EcoSpect	Inv. 4274 Passed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Lead Risk Assessment	EcoSpect	Inv. 4273 Passed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Lead Risk Assessment	EcoSpect	Inv. 4256 Passed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Lead Risk Assessment	EcoSpect	Inv. 4272 Passed lead clearance on rehab project 2 units (see attached for client's name and address)	\$600.00
Lead Risk Assessment	EcoSpect	Inv. 4255 Passed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Lead Risk Assessment	EcoSpect	Inv. 4254 Failed lead clearance on rehab project (see attached for client's name and address)	\$300.00
Travel Expenses-mileage Travel Expenses-Other	Linda Sowers	Mileage from City Hall Elmira, NY to City Hall Rochester, NY to meet with Lead Hazard Grant Employees/ Parking while in Rochester, NY	\$136.68
Lead Risk Assessment Other Direct Costs- Testing & Certifications	Mitra Pratt	Gloves for lead testing, painters' tape and sample bottles/ EPA Exam fee	\$506.98
Payroll Expenses	Payroll	June 24, 2021 payroll to be reimbursed to CDBG- not to exceed:	\$2,600.00
TOTAL			\$56,734.94

Additional information for LEAD Hazard Reduction

Audit Date: June 21, 2021

Payee	Client's Name	Address	Explanation
Greg Bates Contracting & Max & Marleah Yerkes	Max & Marleah Yerkes	754 Jay Street	Lead Hazard portion of new grant
Greg Bates Contracting & Max & Marleah Yerkes	Max & Marleah Yerkes	754 Jay Street	Healthy Homes portion of new grant
Chemung County Clerk	Max & Marleah Yerkes	754 Jay Street	Lead mortgage filing fee
Maye Development & Catheryn Chen	Catheryn Chen	319 Irvine Place	Lead Hazard portion of new grant
Maye Development & Catheryn Chen	Catheryn Chen	319 Irvine Place	Healthy Homes portion of new grant
Chemung County Clerk	Catheryn Chen	319 Irvine Place	Lead mortgage filing fee
EcoSpect	Heather & Christina Standt	700 Holdridge Street	Failed Lead clearance on exterior
EcoSpect	Heather & Christina Standt	700 Holdridge Street	Passed lead clearance on interior work
EcoSpect	Mike and Mia Devlin	315 Franklin Street	Passed lead clearance on exterior work
EcoSpect	Mike and Mia Devlin	315 Franklin Street	Passed lead clearance on unit 2
EcoSpect	Elwin Robinson	217 South Ave	Passed lead clearance unit 1 Passed lead clearance unit 2
EcoSpect	Mike and Mia Devlin	315 Franklin Street	Passed lead clearance unit 3
EcoSpect	Mike and Mia Devlin	315 Franklin Street	Failed lead clearance unit 3

Elmira City Council



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

Resolution Number: 2021-197

Sponsor: Council as a Whole

ATTACHMENTS

[06-21-2021 audit \(CDBG;HOME\).doc](#)

June 21, 2021

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$78,941.44** they are hereby audited for payment for the Community Development Block Grant, June 21, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Anthony's Restaurant - CV	Anthony's Restaurant	CARES Act CDBG grant – covid related expenses	\$5,000.00
Finger Lakes House - CV	Finger Lakes House	CARES Act CDBG grant – covid related expenses	\$1,804.86
EOP - CV	Economic Opportunity Program	CARES Act CDBG grant – covid related expenses	\$5,000.00
Patrick's – CV	EMB303, LLC DBA Patrick's	CARES Act CDBG grant – covid related expenses	\$5,000.00
Admin- Phone	City Chamberlain	Inv. 2021-000000022 April 2021 phone	\$2.49
Admin- Phone	City Chamberlain	Inv. 2021-000000023 May 2021 phone	\$2.26
Rehab- Inspection Servs	City Chamberlain	Inv. 2021-000000021 June 2021 Monthly Inspection Services	\$2,000.00
Admin- Postage	City Chamberlain	Inv. 2021-000000024 May 2021 Postage fees	\$64.78
Rehab- Lead Testing	Chemung County Health Department	Lead clearance performed on a CDBG grant rehab project (see attached for client's name and address)	\$250.00
Rehab- Credit Reports	AmRent	Inv. 21311772 May 2021 Credit Report fees	\$58.05
Lead Paint	City of Elmira- Lead	CDBG Match grant funds toward	\$3,687.00

Hazard Reduction	Hazard Reduction	Lead Hazard Reduction rehab project see attchd for client's name & address	
Rehab- Owner Occupied	Mark VanGalder & Client (see attached for client's name and address)	Emergency Change order for CDBG grant recipient	\$1,800.00
Rehab- Filing Fees	Chemung County Clerk	CDBG mortgage filing fee for grant recipient (see attached for client's name and address)	\$70.00
Provision for Public Service	Catholic Charities of Chemung County Emergency Shelter	4 th Q Sub Grantee Payment	\$6,250.00
Provision for Public Service	Economic Opportunity Program Ernie Davis Community Center	4 th Q Sub Grantee Payment	\$6,250.00
Provision for Public Service	Let Elmira Live Center	4 th Q Sub Grantee Payment	\$2,500.00
Provision for Public Service	Court Appointed Special Advocates	4 th Q Sub Grantee Payment	\$2,500.00
Provision for Public Service	Catholic Charities of Chemung County Homeownership Counseling	4 th Q Sub Grantee Payment	\$6,250.00
Provision for Public Service	Southside Community Center	4 th Q Sub Grantee Payment	\$6,250.00
Provision for Public Service	Meals on Wheels of Chemung County, Inc.	4 th Q Sub Grantee Payment	\$4,500.00
Provision for Public Service	Salvation Army's Pathways of Hope	4 th Q Sub Grantee Payment	\$5,000.00
Rehab- Filing Fees	Chemung County Clerk	CDBG Mortgage discharge fee (see attached for client's name and address)	\$50.50
HOME Admin-43 rd	Chemung County Clerk	FTHB Mortgage discharge fee (see attached for client's name and address)	\$50.50
HOME Admin-43 rd	Chemung County Clerk	FTHB Mortgage discharge fee (see attached for client's name and address)	\$50.50
HOME Admin-43 rd	Chemung County Clerk	FTHB Mortgage discharge fee (see attached for client's name and address)	\$50.50
FTHB- Pre-Counseling 45 th	Snyder Inspection Services	Inv. 21-0054 Potential FTHB grant recipient Home Inspection (see attached for client's name and address)	\$500.00
Rehab- Payroll Admin-Payroll	Payroll	June 24, 2021 payroll not to exceed	\$12,500.00
CARES Act Payroll	Payroll	June 24, 2021 payroll not to exceed	\$1,500.00
TOTAL			\$78,941.44



Agenda Summary: Act on Audit.
Resolution Number: 2021-198
Sponsor: Council as a Whole

ATTACHMENTS

[AUDIT JUNE 21 COVER SHEET.pdf](#)
[AUDIT JUNE 21 BACKUP PT 1.pdf](#)
[AUDIT JUNE 21 BACKUP PT 2.pdf](#)

DATE: June 21, 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:	\$169,151.57
CAPITAL FUNDS:	\$55,885.96
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$225,037.53
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OTHER PAYMENTS:

PAYROLLS W/E June 20, 2021	\$625,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$184,197.53
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$809,197.53
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GRAND TOTAL PAYMENTS:	\$1,034,235.06
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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.

\$1,034,235.06

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

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

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 06/21/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	06/21/2021	197544 Accounts Payable	A.L. GEORGE, INC.		422.50
	Invoice	Date	Description		Amount
		2303796,2306230	05/19/2021 BEER, SUPPLIES		422.50
Check	06/21/2021	197545 Accounts Payable	AMS PHYSICIAN BILLING		429.00
	Invoice	Date	Description		Amount
		5/13/21	05/13/2021 NEW HIRE PHYSICAL		429.00
Check	06/21/2021	197546 Accounts Payable	ANTOINETTE WISNIEWSKI		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021 MEDICARE PART B REIMBURSEMENT #1		891.00
Check	06/21/2021	197547 Accounts Payable	ARCHIE STURCH		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021 MEDICARE PART B REIMBURSEMENT #1		891.00
Check	06/21/2021	197548 Accounts Payable	Auto Zone		292.52
	Invoice	Date	Description		Amount
		2950175679+	05/20/2021 PARTS/BLANKET PO - PGB-2220		292.52
Check	06/21/2021	197549 Accounts Payable	BONNIE SWEENEY		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021 MEDICARE PART B REIMBURSEMENT #1		891.00
Check	06/21/2021	197550 Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		4,477.50
	Invoice	Date	Description		Amount
		614,615 & 626	05/18/2021 LEGAL FEES		4,477.50
Check	06/21/2021	197551 Accounts Payable	BURGER KING		74.37
	Invoice	Date	Description		Amount
		REST#3308	06/08/2021 APRIL & MAY PRISONER MEALS		74.37
Check	06/21/2021	197552 Accounts Payable	CEDAR STREET MANUFACTURING		300.00
	Invoice	Date	Description		Amount
		13032	05/20/2021 MATERIAL FOR 4 KENNEL DOORS		300.00
Check	06/21/2021	197553 Accounts Payable	CENTRAL NEW YORK NEWSPAPER GROUP		828.44
	Invoice	Date	Description		Amount
		0003921860	05/31/2021 ACCT#204437		828.44
Check	06/21/2021	197554 Accounts Payable	CHAMPION FASTENERS		219.41
	Invoice	Date	Description		Amount
		67057,67425	05/25/2021 BLANKET FOR PARTS, SUPPLIES, HARDWARE		25.36
		67245	06/02/2021 BLANKET FOR BOLTS, DRILL BITS, HARDWARE, & SUPPLIES		86.00
		67188	06/01/2021 BLANKET FOR PARTS/SUPPLIES/HARDWARE		5.00
		67111+	05/27/2021 PARTS/HARDWARE - BLANKET PO RFB# 2143		103.05
Check	06/21/2021	197555 Accounts Payable	CHAPEL LUMBER COMPANY		11.80
	Invoice	Date	Description		Amount
		2105-013799	05/27/2021 BLANKET FOR LUMBER AND BUILDING MATERIALS		11.80
Check	06/21/2021	197556 Accounts Payable	CHEMUNG COUNTY CENTRAL SERV-POSTAGE		686.37

	Invoice	Date	Description	Amount
	MAY 2021	06/08/2021	POSTAGE	686.37
Check	06/21/2021 197557 Accounts Payable		CHEMUNG COUNTY STORMWATER TEAM	13,133.50
	Invoice	Date	Description	Amount
	461	06/02/2021	2021 SECOND INSTALLMENT	13,133.50
Check	06/21/2021 197558 Accounts Payable		CHEMUNG COUNTY TRANSFER	12,139.89
	Invoice	Date	Description	Amount
	131938	05/24/2021	GARBAGE COLLECTION FEES-2ND QTR 2021	856.66
	131936,131953	05/24/2021	GARBAGE COLLECTION FEES-2ND QTR 2021	10,211.98
	131937	05/24/2021	CUST#TI-00038	261.75
	132001	06/01/2021	CUST#TI-00038	809.50
Check	06/21/2021 197559 Accounts Payable		CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	18,323.50
	Invoice	Date	Description	Amount
	20291133501	06/02/2021	CUST# 2530739-41493	18,323.50
Check	06/21/2021 197560 Accounts Payable		COPY EXPRESS	54.99
	Invoice	Date	Description	Amount
	88766	06/08/2021	COPY EXPRESS Keyes business cards	54.99
Check	06/21/2021 197561 Accounts Payable		CRAIG SPENCER	45.75
	Invoice	Date	Description	Amount
	5/10/21	06/08/2021	UNIFORMS	45.75
Check	06/21/2021 197562 Accounts Payable		CSEA EMPLOYEE BENEFIT FUND	7,618.42
	Invoice	Date	Description	Amount
	6/1 - 6/30/21	06/08/2021	VISION PLATINUM-GROUP CODE 37514901	7,618.42
Check	06/21/2021 197563 Accounts Payable		CULLIGAN	334.79
	Invoice	Date	Description	Amount
	272X28235408	05/31/2021	ACCT#272-00120501-7	109.29
	272X28235606	06/08/2021	ACCT#272-00120527-2	115.50
	272X28235507	06/08/2021	ACCT#272-00120519-9	110.00
Check	06/21/2021 197564 Accounts Payable		CURA	153.37
	Invoice	Date	Description	Amount
	HO14401801&1771	06/08/2021	APRIL & MAY PRISONER MEALS	153.37
Check	06/21/2021 197565 Accounts Payable		CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	70671	06/04/2021	PEST CONTROL AT 312 BUILDING	50.00
Check	06/21/2021 197566 Accounts Payable		DAVE'S TOWING	300.00
	Invoice	Date	Description	Amount
	6/1/21	06/01/2021	TOWING - MAY	300.00
Check	06/21/2021 197567 Accounts Payable		DAVID SNYDER	240.00
	Invoice	Date	Description	Amount
	STATEMENT-5/20/2	05/20/2021	FARRIER SERVICE - SOUTHPORT HORSES	240.00
Check	06/21/2021 197568 Accounts Payable		EAGLE POINT GUN	538.24
	Invoice	Date	Description	Amount
	5-17-21	05/17/2021	2021 Ammunition Order	538.24
Check	06/21/2021 197569 Accounts Payable		EASTERN SECURITY SERVICES	160.35
	Invoice	Date	Description	Amount
	R260435	06/01/2021	MONITORING SERVICES BLANKET/QTLYBILL	160.35
Check	06/21/2021 197570 Accounts Payable		ED'S HEADS PORTABLE TOILETS	1,700.00
	Invoice	Date	Description	Amount
	621206	06/01/2021	PORTABLE TOILETS FOR GOLF COURSE	1,000.00
	621228+	06/01/2021	PORTABLE TOILETS FOR PARKS	700.00

Check	06/21/2021	197571	Accounts Payable	ELLEN MURPHY	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197572	Accounts Payable	ELM CHEVROLET CO. INC.	401.15
	Invoice		Date	Description	Amount
	83871		06/03/2021	CHEVY PARTS/EPD CARS BLANKET PO	148.79
	83536+		05/19/2021	CHEVY PARTS/EPD CARS BLANKET PO	252.36
Check	06/21/2021	197573	Accounts Payable	ELMIRA COCA-COLA BOTTLING CORP.	1,533.47
	Invoice		Date	Description	Amount
	10422201102+		05/19/2021	SODA, WATER, POWERADE, AND SUPPLIES	1,533.47
Check	06/21/2021	197574	Accounts Payable	ENTERPRISE FM TRUST	1,585.84
	Invoice		Date	Description	Amount
	STMT #2676		06/03/2021	UNIT#23RSHQ & UNIT#23RSHT	1,585.84
Check	06/21/2021	197575	Accounts Payable	EUGENE OTTAVIANI	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197576	Accounts Payable	FERRARIO FORD LINCOLN MERCURY	13,322.53
	Invoice		Date	Description	Amount
	83695		06/08/2021	2018 FORD EXPLORER	1,757.81
	72409		06/08/2021	11/4/2019 MVA	11,564.72
Check	06/21/2021	197577	Accounts Payable	FIRST TURF & ORNAMENTAL	1,710.00
	Invoice		Date	Description	Amount
	7632		05/27/2021	MEDALLION SC FUNGICIDE	1,710.00
Check	06/21/2021	197578	Accounts Payable	FIX RITE SERVICE	209.18
	Invoice		Date	Description	Amount
	39930		12/18/2020	WASHER REPAIR	209.18
Check	06/21/2021	197579	Accounts Payable	GAIL SHAW	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197580	Accounts Payable	GEORGE HENDRIX	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197581	Accounts Payable	GOODYEAR	1,037.04
	Invoice		Date	Description	Amount
	210896		05/24/2021	TIRES/REPAIRS- BLANKET PO	1,037.04
Check	06/21/2021	197582	Accounts Payable	HAMILTON MEATS, INC.	615.45
	Invoice		Date	Description	Amount
	54791,55361		05/24/2021	FOOD, FOOD SUPPLIES, CONDIMENTS	437.05
	54660		06/03/2021	FOOD, FOOD SUPPLIES, CONDIMENTS	178.40
Check	06/21/2021	197583	Accounts Payable	HIGHWAY TECH SIGNAL EQUIPMENT SALES INC	262.00
	Invoice		Date	Description	Amount
	23705		05/18/2021	TRAFFIC LIGHTING SUPPLIES AND PARTS	262.00
Check	06/21/2021	197584	Accounts Payable	HORIZON SOLUTIONS CORP.	25.82
	Invoice		Date	Description	Amount
	5365146-00		05/25/2021	BLANKET FOR ELECTRICAL SUPPLIES FOR STREETLIGHTS	25.82
Check	06/21/2021	197585	Accounts Payable	I. D. BOOTH, INC.	9,607.50
	Invoice		Date	Description	Amount
	S1098358.001		05/26/2021	BLANKET FOR IRRIGATION AND DRAINAGE SUPPLIES	45.67
	S1093368.001		06/08/2021	BLANKET FOR PARTS, SUPPLIES, HARDWARE	11.92
	S1097630.001+		05/25/2021	BLANKET FOR ELECTRICAL SUPPLIES	87.50
	S1091262.001+		05/13/2021	BLANKET FOR PARTS, SUPPLIES, HARDWARE	131.56
	S1094138.001+		05/19/2021	OPEN PO FOR ELECTRICAL SUPPLIES	344.18

		s1060143.001	05/10/2021	ANTIQUE GREEN POLE & HEADS (REPLACEMENTS)	8,857.26
		S1079874.001,002	04/30/2021	BOOTH Light Bulbs	129.41
Check	06/21/2021	197586 Accounts Payable	IPS GROUP, INC		2,953.18
	Invoice	Date	Description		Amount
		INV60656	05/31/2021	PARKING METER CHARGES	2,953.18
Check	06/21/2021	197587 Accounts Payable	JAMES A. BAKER		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197588 Accounts Payable	JAMES GENSEL		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197589 Accounts Payable	JAMES J TURCSI, JR.		2,273.70
	Invoice	Date	Description		Amount
		PAY #9	06/08/2021	PAYROLL W/E 6/27/21	2,273.70
Check	06/21/2021	197590 Accounts Payable	JAMES LARSON		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197591 Accounts Payable	JH DESIGN		145.00
	Invoice	Date	Description		Amount
		9694	06/08/2021	Office Supplies	145.00
Check	06/21/2021	197592 Accounts Payable	JIM'S EQUIPMENT REPAIR		35.99
	Invoice	Date	Description		Amount
		1901	06/01/2021	MOWER DECK STEINER MANUF PARTS/BLANKET PO	35.99
Check	06/21/2021	197593 Accounts Payable	JOAN GENSEL		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197594 Accounts Payable	JOHN G. RYAN		821.80
	Invoice	Date	Description		Amount
		578018-4,577408-	06/01/2021	BEER, BEVERAGE SUPPLIES	821.80
Check	06/21/2021	197595 Accounts Payable	JOHN MARKS		891.00
	Invoice	Date	Description		Amount
		JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197596 Accounts Payable	JOHN'S EQUIPMENT RENTAL		15.99
	Invoice	Date	Description		Amount
		48897	05/21/2021	JOHN'S EQUIP RENTAL Mower Blade	15.99
Check	06/21/2021	197597 Accounts Payable	KECK'S FOOD SERVICE		898.98
	Invoice	Date	Description		Amount
		932645,933027	05/21/2021	FROZEN FOOD, PAPER SUPPLIES, HOT DOGS	416.94
		934338	05/31/2021	FROZEN FOOD, PAPER SUPPLIES, HOT DOGS	482.04
Check	06/21/2021	197598 Accounts Payable	KELLEY BROTHERS		102.00
	Invoice	Date	Description		Amount
		7-2129147	05/28/2021	KEYS, LOCKSETS, AND HARDWARE	102.00
Check	06/21/2021	197599 Accounts Payable	KLEEN AUTO WASH		2,525.00
	Invoice	Date	Description		Amount
		241	06/08/2021	1/1 - 12/3120 WASHES FOR PATROL CARS	2,525.00
Check	06/21/2021	197600 Accounts Payable	LAFRANCE EQUIPMENT CORP.		38.00
	Invoice	Date	Description		Amount
		0061372-in	06/08/2021	LAFRANCE Comfort jacket repair	38.00
Check	06/21/2021	197601 Accounts Payable	LEVENE GOULDIN & THOMPSON, LLP		207.00
	Invoice	Date	Description		Amount
		963722	06/02/2021	EWB DISPUTE	207.00
Check	06/21/2021	197602 Accounts Payable	LINDA MARKS		891.00

	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197603 Accounts Payable		LINDA NOTO	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197604 Accounts Payable		LINDA STURCH	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197605 Accounts Payable		LISA MILLER	41.50
	Invoice	Date	Description	Amount
	331383	06/08/2021	CAKE FOR SENIOR CEREMONY	41.50
Check	06/21/2021 197606 Accounts Payable		LOUIS FAYANT	9.50
	Invoice	Date	Description	Amount
	5/26/2021	05/26/2021	batteries for air conditioner remotes	9.50
Check	06/21/2021 197607 Accounts Payable		LOWE'S COMPANIES, INC.	201.39
	Invoice	Date	Description	Amount
	14354	05/26/2021	BLANKET FOR TOOLS, PAINT, IRRIGATION & MOWER PARTS	201.39
Check	06/21/2021 197608 Accounts Payable		MAJOR POLICE SUPPLY	600.00
	Invoice	Date	Description	Amount
	111488	05/14/2021	Camera Cable for patrol vehicles	600.00
Check	06/21/2021 197609 Accounts Payable		MARY HELEN HALL	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197610 Accounts Payable		MARY LARSON	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197611 Accounts Payable		NAPA AUTO PARTS	615.96
	Invoice	Date	Description	Amount
	030563+	05/11/2021	PARTS/BLANKET PO/SOURCEWELL CONTRACT	615.96
Check	06/21/2021 197612 Accounts Payable		NOCO	7,421.90
	Invoice	Date	Description	Amount
	12098713+	05/24/2021	FUEL - BLANKET PO RFB# 2201	6,519.93
	12093588	05/13/2021	FUEL - BLANKET PO RFB# 2201	901.97
Check	06/21/2021 197613 Accounts Payable		NORTHEAST SIGNAL	2,434.00
	Invoice	Date	Description	Amount
	030221KB	06/01/2021	TRAFFIC SIGNAL HEADS & LIGHTS	2,434.00
Check	06/21/2021 197614 Accounts Payable		PARMENTER MOTORS, INC.	9,263.57
	Invoice	Date	Description	Amount
	128446	06/02/2021	TIRES/ RFB-2055	181.82
	127582+	05/11/2021	TIRES/ RFB-2055	8,856.75
	5-20-21	06/08/2021	TOWING 4/26,5/4&5/5/21	225.00
Check	06/21/2021 197615 Accounts Payable		Passport Labs, Inc	1,196.72
	Invoice	Date	Description	Amount
	INV-1022082	05/31/2021	TICKET COLLECTIONS	1,196.72
Check	06/21/2021 197616 Accounts Payable		PATRICIA A. LYNCH	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197617 Accounts Payable		PATRICK SHAW	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021 197618 Accounts Payable		PERRY & CARROLL, INC.	200.00
	Invoice	Date	Description	Amount
	407980	05/27/2021	POLICY#B0326676	200.00

Check	06/21/2021	197619	Accounts Payable	PITNEY BOWES	21.00
	Invoice		Date	Description	Amount
	1018009510		05/26/2021	RENTAL INVOICE	21.00
Check	06/21/2021	197620	Accounts Payable	POINT SPRING & DRIVESHAFT CO.	925.38
	Invoice		Date	Description	Amount
	124554+		05/20/2021	HEAVY DUTY PARTS/BPO/ RFB# 2077R	925.38
Check	06/21/2021	197621	Accounts Payable	PRAXAIR DISTRIBUTION, INC.	41.80
	Invoice		Date	Description	Amount
	20439309+		03/08/2021	WELDING SUPPLIES - BLANKET PO	41.80
Check	06/21/2021	197622	Accounts Payable	RICHARD HALL	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197623	Accounts Payable	RINWALSKE GARAGE	300.00
	Invoice		Date	Description	Amount
	6-1-21		06/08/2021	STATEMENT #2148	300.00
Check	06/21/2021	197624	Accounts Payable	ROY VANATTA	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197625	Accounts Payable	S V MOFFETT CO INC	282.48
	Invoice		Date	Description	Amount
	01-303490		05/28/2021	MOWER BLADES /PARTS- BLANKET PO	282.48
Check	06/21/2021	197626	Accounts Payable	SAM'S CLUB DIRECT	601.88
	Invoice		Date	Description	Amount
	6/2 & 5/25		05/25/2021	258.04 & 327.42	585.46
	1267		05/26/2021	CANDY - SENIOR CEREMONY	16.42
Check	06/21/2021	197627	Accounts Payable	SANDY'S SEWING	32.00
	Invoice		Date	Description	Amount
	15557		06/08/2021	SEWING SERVICES	32.00
Check	06/21/2021	197628	Accounts Payable	SENECA BEVERAGE CORP.	1,218.34
	Invoice		Date	Description	Amount
	843012,843882		06/26/2021	BEER, LIQUOR, SNACK SHOP SUPPLIES	555.30
	843881,42465		04/28/2021	BEER, LIQUOR, SNACK SHOP SUPPLIES	663.04
Check	06/21/2021	197629	Accounts Payable	SHARON HENDRIX	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197630	Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	1,830.90
	Invoice		Date	Description	Amount
	75126		06/08/2021	BLANKET PO FOR PARTS, HARDWARE, & TOOLS	12.99
	5/25/21		05/25/2021	SOUTHPORT HORSES	1,817.91
Check	06/21/2021	197631	Accounts Payable	STANLEY WISNIEWSKI	891.00
	Invoice		Date	Description	Amount
	JAN - JUNE 2021		06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197632	Accounts Payable	STAPLES BUSINESS ADVANTAGE	31.45
	Invoice		Date	Description	Amount
	3477581407		05/21/2021	CUST# RCH 1004277	31.45
Check	06/21/2021	197633	Accounts Payable	STAR GAZETTE	249.08
	Invoice		Date	Description	Amount
	5/27/21		05/27/2021	AD#0004752843	215.96
	5/19 & 5/26		05/26/2021	AD#0004708004	33.12
Check	06/21/2021	197634	Accounts Payable	SUZANNE MORRISSEY	891.00
	Invoice		Date	Description	Amount

	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197635 Accounts Payable	THOMAS MORRISSEY	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197636 Accounts Payable	THOMAS WALKER	891.00
	Invoice	Date	Description	Amount
	JAN - JUNE 2021	06/08/2021	MEDICARE PART B REIMBURSEMENT #1	891.00
Check	06/21/2021	197637 Accounts Payable	THOMPSON & JOHNSON EQUIPMENT, INC.	1,688.59
	Invoice	Date	Description	Amount
	794886+	05/27/2021	BOBCAT REPAIRS/ BLANKET PO	1,688.59
Check	06/21/2021	197638 Accounts Payable	TIME WARNER CABLE	375.08
	Invoice	Date	Description	Amount
	831914202060221	06/02/2021	ACCT#202-831914202-001	49.95
	812858601060221	06/02/2021	YEARLY INTERNET AT MTGC ACCT 202-80285601-001	325.13
Check	06/21/2021	197639 Accounts Payable	TREU OFFICE SUPPLY CORP.	213.00
	Invoice	Date	Description	Amount
	239957	05/21/2021	ACCT#CIT5801	106.50
	239510	05/17/2021	ACCT#CIT5801	106.50
Check	06/21/2021	197640 Accounts Payable	UniFirst Corporation	284.60
	Invoice	Date	Description	Amount
	051-3274643+	06/03/2021	FLOOR MATS FOR BUILDINGS	145.00
	0513274641	06/03/2021	LAUNDRY SERVICE - BLANKET PO	139.60
Check	06/21/2021	197641 Accounts Payable	VAL-U TOWING	270.00
	Invoice	Date	Description	Amount
	0812,42013,42084	06/08/2021	TOWING	270.00
Check	06/21/2021	197642 Accounts Payable	VASCO BRANDS, INC.	1,374.79
	Invoice	Date	Description	Amount
	127476,127474	05/28/2021	BLANKET FOR JANITORIAL SUPPLIES FOR CITY BUILDINGS	1,374.79
Check	06/21/2021	197643 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	4,137.36
	Invoice	Date	Description	Amount
	607-737-5600.	05/27/2021	ACCT#651-754-337-0001-23	66.57
	5-27-21	05/27/2021	ACCT#251-754-338-0001-91	4,054.56
	5-27-2021	05/27/2021	ACCT#251-754-321-0001-58	16.23
Check	06/21/2021	197644 Accounts Payable	VERIZON WIRELESS	3,073.00
	Invoice	Date	Description	Amount
	9880416261	05/23/2021	ACCT#286444989-00001	3,073.00
Check	06/21/2021	197645 Accounts Payable	WARD APPARATUS LLC	1,998.00
	Invoice	Date	Description	Amount
	1239,1220	05/31/2021	EFD TRUCKS/OUTSIDE REPAIRS BLANKET PO	1,998.00
Check	06/21/2021	197646 Accounts Payable	WEST INFORMATION PUBLISHING GROUP	702.59
	Invoice	Date	Description	Amount
	844541636	06/04/2021	LIBRARY PLAN CHARGES	385.35
	844424900	06/01/2021	5/1 - 5/31/21	317.24
Check	06/21/2021	197647 Accounts Payable	WOLFE'S CUSTOM THREADS AND AWARDS, INC.	249.00
	Invoice	Date	Description	Amount
	13134	05/27/2021	JOSEPH KANE RETIREMENT	249.00
Check	06/21/2021	197648 Accounts Payable	XEROX CORPORATION	633.38
	Invoice	Date	Description	Amount
	013455193	06/01/2021	CUST#723461141	18.07
	013455160	06/01/2021	CUST#708184726	103.57
	013455159	06/01/2021	CUST#708184692	69.82
	013455181	06/01/2021	CUST#719281396	32.39

	013455180	06/01/2021	CUST#719281172	41.94
	013455170	06/01/2021	CUST#718422447	13.01
	013455166	06/01/2021	CUST#718133200	84.19
	013455167	06/01/2021	CUST#718270358	21.16
	013455158	06/01/2021	CUST#708184676	42.90
	013455169	06/01/2021	CUST#718282973	173.54
	013455168	06/01/2021	CUST#718272685	32.79
Check	06/21/2021	197649 Accounts Payable	DEBRA PIETRO	100.00
	Invoice	Date	Description	Amount
	JUNE 1, 2021	06/08/2021	INSPECTOR FOR EWB ELECTION	100.00
Check	06/21/2021	197650 Accounts Payable	LORI ADAMS	100.00
	Invoice	Date	Description	Amount
	JUNE 1, 2021	06/08/2021	ELECTION INSPECTORS - EWB ELECTION	100.00
Check	06/21/2021	197651 Accounts Payable	ROXANNE BROWN-SINCLAIR	100.00
	Invoice	Date	Description	Amount
	6/1/21	06/01/2021	ELECTION INSPECTORS - EWB ELECTION	100.00
Check	06/21/2021	197652 Accounts Payable	Theresa Schrom	306.00
	Invoice	Date	Description	Amount
	TM#89.09-6-13	06/08/2021	SANITATION OPT OUT	306.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 109	\$169,151.57
Checks:	109	\$169,151.57		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 06/21/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	06/21/2021	104392 Accounts Payable	CHAMPION FASTENERS		299.50
	Invoice	Date	Description		Amount
	67287	06/03/2021	STORM WATER/DRAINAGE SUPPLIES BLANKET PO		299.50
Check	06/21/2021	104393 Accounts Payable	CHEMUNG COUNTY BUILDING SUPPLIES		69.00
	Invoice	Date	Description		Amount
	206656	06/02/2021	PORTLAND CEMENT/MH'S/SHIMS BLANKET PO		69.00
Check	06/21/2021	104394 Accounts Payable	DALRYMPLE GRAVEL COMPANY		231.65
	Invoice	Date	Description		Amount
	7865,10580,10744	08/30/2020	BLACKTOP - PATCHING RFB# 2212 BLANKET PO		231.65
Check	06/21/2021	104395 Accounts Payable	EJ USA, INC		13,199.40
	Invoice	Date	Description		Amount
	110210034436	06/08/2021	SELF LEVELING MANHOLES		13,199.40
Check	06/21/2021	104396 Accounts Payable	HUNT ENGINEERS, ARCHITECTS & LAND S		2,559.89
	Invoice	Date	Description		Amount
	43498	03/31/2021	MARK TWAIN RIVERFRONT IMP PROJECT		2,559.89
Check	06/21/2021	104397 Accounts Payable	LABELLA ASSOCIATES, P.C.		39,526.52
	Invoice	Date	Description		Amount
	6755.09 Est. 29	06/01/2021	DESIGN CONTRACT-LAKE STREET BRIDGE		39,526.52
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 6		\$55,885.96
Checks:		6	\$55,885.96		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$184,197.53
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 06/03/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	06/03/2021	197542 Accounts Payable	JAMES J TURCSIK, JR.		9,508.21
	Invoice	Date	Description		Amount
	5/16-5/31	06/03/2021	Commission Check		9,508.21
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$9,508.21
Checks:	1	\$9,508.21			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 06/09/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	06/09/2021	197543 Accounts Payable	TG-COTOPS Elmira NY LLC		174,689.32
	Invoice	Date	Description		Amount
	Tax Certiorari	06/09/2021	Tax Certiorari		174,689.32
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$174,689.32
Checks:	1	\$174,689.32			

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2021-199

Sponsor: Nan Moss

ATTACHMENTS

[Adjournment June21.docx](#)

June 21, 2021

RESOLUTION

NO. 2021 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Tuesday, July 6, 2021, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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