

APPROVAL OF MINUTES

2022-74

Joseph Duffy

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, February 14, 2022.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2022-75

Mayor Mandell

Receive communication from the City Manager announcing the Personnel Action for the City of Elmira, whereby Daniel E. Nybeck has been appointed to the position of Firefighter in the Elmira Fire Department, effective February 16, 2022, at an annual salary of \$67,673.58.

2022-76

Mayor Mandell

Receive communication from the City Manager recommending the reappointment of Michael Siglin, 568 Riverside Avenue, Elmira, NY to the Board of Assessment Review with a term to expire on September 30, 2026.

RESOLUTIONS

2022-77

Mayor Mandell

Act on resolution authorizing the Mayor to execute a Development and Option Agreement with Cerulean Holdings, Inc. for an option to purchase and develop City-owned property located at the southwest corner of East Washington Ave and Clemens Center Parkway, commonly known as "Patch Park", a copy of which is attached hereto, so it can proceed with plans to construct an apartment complex of approximately 50 units serving low-income and special needs residents on the site; said Agreement subject to Corporation Counsel approval.

2022-78

Mayor Mandell

Receive communication from the City Manager and act on resolution requesting New York State Legislature, Assembly and Senate, enact legislation authorizing the

City to convey East Washington Avenue park commonly referred to as "Patch Park", Tax Map Parcel # 89.11-2-44, to Cerulean Holdings, Inc. be placed on the agenda for action at this meeting of the Council being held on February 28, 2022.

LOCAL LAW

2022-79
Mayor Mandell

Act on resolution adopting Local Law No. 1 of 2022 to amend Section 154(h)(1) of the Charter of the City of Elmira.

AGREEMENTS

2022-80
Joseph Duffy

Receive communication from the City Manager and act on resolution accepting the proposal of Fiscal Advisors & Marketing, Inc. to provide municipal finance services for the City of Elmira for an indefinite term and authorizing the Mayor to execute the Financial Advisory Services Agreement with Fiscal Advisors & Marketing, Inc., a copy of which is attached and made a part hereof; said agreement subject to Corporation Counsel approval.

2022-81
Brent Stermer

Act on resolution approving a Memorandum of Agreement (MOA) between the City and Chemung County regarding the City's participation in the County's Employee Health Benefit Program, a copy of said MOA is attached hereto and made a part hereof, and authorizing the Mayor to execute the MOA; said MOA subject to Corporation Counsel approval.

2022-82
Joseph Duffy

Receive communication from the City Manager and act on resolution directing and authorizing the Mayor to enter into agreements with First Turf & Ornamental, Andre & Son, Inc., Professional Turf Services, Inc. and Harrell's LLC, the low bidders meeting all bid specifications for the grounds keeping products for the Mark Twain Golf Course for 2022 listed on the attached bid summary sheet.

AUDITS

2022-83
Nan Moss

Act on Community Development Block Grant Program Audit.

2022-84

ARP Non-Profit Program

Mayor Mandell

2022-85

Brent Stermer

ARP Business Program

2022-86

Mayor Mandell

ARP Woodlawn

2022-87

Joseph Duffy

Act on Audit

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

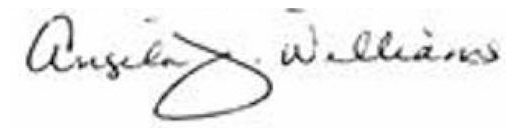
ADJOURN

2022-88

Nan Moss

Act on resolution to adjourn.

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 Meeting held on Monday, February 14, 2022.

Resolution Number: 2022-74

Sponsor: Joseph Duffy

ATTACHMENTS

[Beginning February 28.docx](#)

February 28, 2022

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 28th day of February, 2022.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2022- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held February 14, 2022, 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 announcing the Personnel Action for the City of Elmira, whereby Daniel E. Nybeck has been appointed to the position of Firefighter in the Elmira Fire Department, effective February 16, 2022, at an annual salary of \$67,673.58.

Resolution Number: 2022-75

Sponsor: Mayor Mandell

ATTACHMENTS

[Personnel Action Feb 28.docx](#)

February 28, 2022

**FOR THE AGENDA
COMMUNICATION**

To The Honorable Mayor and Councilmembers

Dear Councilmembers:

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

NYBECK, DANIEL E.

Pine City, NY, has been appointed to the position of
Firefighter in the Elmira Fire Department, effective
February 16, 2022 at an annual salary of \$67,673.58

Respectfully submitted,

P. Michael Collins
City Manager

February 28, 2022

RESOLUTION

2022 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel action for the City of Elmira whereby Daniel E. Nybeck, Pine City, NY has been appointed to the position of Firefighter, effective February 16, 2022, at an annual salary of \$67,673.58; and be it further

RESOLVED, that the personnel action 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: Receive communication from the City Manager recommending the reappointment of Michael Siglin, 568 Riverside Avenue, Elmira, NY to the Board of Assessment Review with a term to expire on September 30, 2026.

Resolution Number: 2022-76

Sponsor: Mayor Mandell

ATTACHMENTS

[BoardOfAssessment Siglin.docx](#)

February 28, 2022

FOR THE AGENDA
COMMUNICATION

To The Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira Board of Assessment Review meets on an annual basis to review grievance applications submitted by owners of real property. I recommend the reappointment of Michael Siglin, 568 Riverside Avenue, Elmira, NY, with a term to expire on September 30, 2026.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION NO. 2022 - _____

By Councilmember:_____

RESOLVED, that the communication from the City Manager recommending the reappointment of Michael Siglin, 568 Riverside Avenue, Elmira, NY, to the Board of Assessment Review, with a term expiring on September 30, 2026, be received and placed on file; and be it further

RESOLVED, that the Elmira City Council does hereby reappoint Michael Siglin to the Board of Assessment Review with a term expiring on September 30, 2026.

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 authorizing the Mayor to execute a Development and Option Agreement with Cerulean Holdings, Inc. for an option to purchase and develop City-owned property located at the southwest corner of East Washington Ave and Clemens Center Parkway, commonly known as "Patch Park", a copy of which is attached hereto, so it can proceed with plans to construct an apartment complex of approximately 50 units serving low-income and special needs residents on the site; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2022-77

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution sale of patch park to cerulean holdings inc - development and option agmt 2.28.2022.docx](#)
[Development & Option Agreement Cerulean Holdings Inc. - Patch Park 2022.pdf](#)

February 28, 2022

RESOLUTION
NO. 2022 - _____

**AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AND OPTION
AGREEMENT WITH CERULEAN HOLDINGS, INC. FOR THE DEVELOPMENT
OF PATCH PARK, EAST WASHINGTON AVENUE, ELMIRA, NY**

By Councilmember _____:

WHEREAS, the City of Elmira owns certain real property located within the City, Tax Map Parcel # 89.11-2-44 consisting of approximately 1.9 acres located at the southwest corner of East Washington Avenue and Clemens Center Parkway (Property), commonly known as “Patch Park”; and

WHEREAS, Cerulean Holdings, Inc. (Cerulean) has agreed to pay the City \$80,000 for Property; and

WHEREAS, Cerulean has requested an option to purchase the property, subject to the approval of the New York Legislature and further to the subject to the terms and conditions contained in a Development and Option Agreement attached hereto so that it can proceed with plans to construct an apartment complex of approximately 50 units serving low-income and special needs residents on the site; and

WHEREAS, the City is desirous of selling the property to Cerulean; and

WHEREAS, for the past 27 years, the City has attempted to sell the Property without success;

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor be and is hereby authorized to execute a Development and Option Agreement with Cerulean Holdings, Inc. substantially in the form of the agreement attached hereto, 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	

DEVELOPMENT AND OPTION AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2022 by and between the following parties:

THE CITY OF ELMIRA, NEW YORK, a municipal corporation duly incorporated under the laws of the State of New York, with a principal address of City Hall, 317 East Church Street, Elmira, New York, 14901, (hereinafter "City"), party of the first part; and

CERULEAN HOLDINGS, INC., with a principal address of 100 South Elmwood Avenue, Buffalo, New York, 14202, (hereinafter "Cerulean"), party of the second part.

WITNESSETH:

WHEREAS, the City of Elmira owns certain real property located within the City of Elmira, known as Tax Map Parcel #89.11-2-44 consisting of approximately 1.9 acres located at the southwest corner of East Washington Avenue and Clemens Center Parkway, more fully described in Exhibit A attached hereto and made a part hereof, (hereinafter referred to as the "Property"); and

WHEREAS, the Property has been previously held as park land and pursuant to a chapter of the laws of 1995 said Property has been authorized to be transferred to J. Ambrose Real Estate, Inc. (hereinafter "Ambrose") for full market value; and

WHEREAS, the City is requesting an amendment to the Chapter of the Laws of 1995 in order to directly convey the Property to Cerulean; and

WHEREAS, Ambrose, if necessary has agreed to acquire the Property from the City pursuant to the chapter of the laws of 1995 and simultaneously transfer it to Cerulean; and

WHEREAS, Cerulean has requested an option to purchase the Property so it may proceed with plans to construct an apartment complex of approximate fifty units serving low income and special need residents; and

WHEREAS, the City is in the process of amending its zoning use code to permit Cerulean's project to be constructed on the site; and

WHEREAS, the City is desirous of selling the Property and has agreed that a fair value for the acquisition of the Property is EIGHTY THOUSAND and 00/100ths DOLLARS (\$80,000.00).

NOW, THEREFORE, in consideration of the above, the City and Cerulean to further the above representations and purposes, do hereby covenant, agree and contract as follows:

1. **PREMISES.** The City hereby grants to Cerulean an exclusive option to purchase the Property, as identified in Exhibit A in accordance with the terms of this Agreement.

2. **TERM AND CONSIDERATION FOR OPTION.** The Term of this option shall be for twenty four (24) months from the date of this Agreement, provided however, so long as Cerulean is not in default of the terms and provisions of this Agreement, Cerulean shall have the right to extend this option for an additional twelve (12) months by giving written notice of its intention to extend to the City no earlier than thirty (30) days prior to the expiration of the initial term. Such extension shall only be allowed in the event that Cerulean demonstrates good faith efforts in applying for necessary governmental approvals and permits and has made significant investment in due diligence toward the completion of the purchase.

In consideration for this option, Cerulean shall pay to the City the sum of FIVE THOUSAND AND 00/100ths DOLLARS (\$5,000.00) during the term of this option. Payment

shall be due within fifteen (15) days of the execution of this Agreement. Said option payment of \$5,000.00 shall be applied to the purchase price at closing and in the event that the Property is not acquired by Cerulean then the option payment of \$5,000.00 shall be retained by the City.

During this option period, Cerulean shall have the opportunity to prepare preliminary design schemes, architectural renderings, proposed site plans, feasibility studies (both financial and construction), environmental investigation, and such other documents as it may deem necessary to determine the feasibility and suitability of the proposed Project and to seek such governmental approvals and government financing as necessary.

If Cerulean determines, at any time during the term of its option, that the Project is not feasible, for any reason, it shall promptly notify the City, in writing, and this Agreement shall terminate and the City shall retain the \$5,000.00 option payment, unless the Property zoning was not changed to allow its use or the City is unable to convey due to the failure to obtain statutory authority authorizing the sale. In that event the option payment will be returned to Cerulean.

3. **PURCHASE PRICE.** In the event that Cerulean exercises this option to purchase the Property within the time frame of this Agreement, the purchase price shall be the sum equal to EIGHTY THOUSAND AND 00/100ths DOLLARS (\$80,000.00) less any amount of option payment previously made pursuant to Section 2 hereof. This sum shall be paid in cash at the time of closing as hereinafter set forth.

4. **TRANSFER OF TITLE.** The City shall either convey its interest in the Property by Quit Claim Deed to J. Ambrose Real Estate, Inc. with the understanding that Ambrose shall simultaneously convey the Property to Cerulean or convey directly to Cerulean pursuant to a Chapter of the Laws of 2022. The City possesses no abstracts of title to the

Property and shall have no responsibility to deliver abstracts to Cerulean, any and all abstracting costs shall be the sole responsibility of Cerulean.

The City shall not be obligated to cure any defects in title. In the event that title is not acceptable to Cerulean and it does not proceed to exercise this option, the City shall not be obligated to Cerulean for any expense incurred as a result of this Project. Such expenses shall include, but not be limited to, abstract costs, expenses, including attorneys fees, to review title and cure any defects. In the event that title is not marketable the City shall return the \$5,000.00 option payment and neither party shall have any further obligations to each other.

Cerulean shall take possession of the Property in its present condition and the City shall have no obligation to perform any work or to improve or prepare the Property for redevelopment in any way, except as otherwise agreed upon, in writing.

The City makes no representations or warranties of any kind as to the suitability of this Property for the Project intended by Cerulean or for any other purpose. Upon Cerulean's exercise of the option herein, the City shall convey the Property within thirty days of receipt of notification of the exercise of option provided that Cerulean has complied with all other provisions of the Agreement. In no event shall Cerulean exercise this option to purchase the Property and in no event shall the City be required to convey the Property until Cerulean has provided proof of financing necessary for the construction of the Project, whether by sufficient equity capital, binding commitment from a lending institution and/or other such binding commitments for mortgage financing.

Cerulean shall promptly record the deed to Ambrose and the deed from Ambrose or the deed from the City to Cerulean in the office of the Chemung County Clerk and shall pay all costs,

including the costs of any documentary stamp tax on the deed, for which stamps in the proper amount shall be affixed for so recording.

5. **NO DEVALUATION OF THE PROPERTY.** Cerulean agrees not to permit, during the term of this option and any extension thereof any waste upon the Property or to do or to perform any act or cause any act to occur which would tend to change the Property in any way as to impair it. Cerulean shall have the right, during the term of this option, to conduct, at its sole expense, soil, environmental, and such other inspections as it deems appropriate on reasonable notice to the City. Before such tests are undertaken, Cerulean shall provide, or cause to be provided to the City, certificates of insurance evidencing that the person or persons conducting such inspections shall have in effect liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence and naming the City, its officers and employees, as additional insureds on a primary basis. All work shall be conducted in a good and workmanlike manner by qualified individuals.

In the event of any permanent damage to the Property caused by Cerulean, its agents, or authorized representatives, Cerulean shall be monetarily responsible to the City to cure such damage, if Cerulean does not exercise this option.

Cerulean shall indemnify and hold the City harmless from any and all claims, causes of action, damages, costs, expenses and judgments for bodily injury or death arising as a result of Cerulean, its agents, servants, employees, or contractors' right to enter upon the Property for the purposes specified in this Agreement prior to transfer of title.

6. **STATEMENT OF COOPERATION.** Cerulean and City declare and acknowledge that the successful completion and performance of this Agreement depends on the

good faith cooperation of officials of the City, and further upon the fair and full cooperation of the departments of the City and of its agents and representatives of Cerulean. The parties hereto pledge such cooperation by the execution of this Agreement.

7. **PROVISIONS NOT MERGED WITH DEED.** None of the provisions of this Agreement are intended to nor shall be merged in the event of the transfer of title to the Property from the City to Ambrose and shall not be deemed to affect or impair the provisions or covenants of this Agreement. Notwithstanding anything in this Agreement or any other agreements between the City and Cerulean, the exercise of this option by Cerulean and the transfer of the title of the Property by the City to Ambrose and subsequently to Cerulean or directly from the City to Cerulean shall not relieve Cerulean from any obligations whatsoever from the development of the Property in accordance to plans approved by the City or the City Council as the case may be.

8. **ASSIGNMENT.** Cerulean Holdings, Inc., shall not assign this Agreement without the prior written consent of the City of Elmira in each instance. Any attempted assignment without the prior written consent of the City of Elmira shall be null and void. Cerulean Holdings, Inc., however, shall be entitled to assign its interest hereunder to any of (a) a non-profit entity which Cerulean Holdings, Inc., or a wholly-owned subsidiary of Cerulean Holdings, Inc., proposes to engage in a joint development or which will hold title to the Premises as a nominee for Cerulean Holdings, Inc., or for an entity in which Cerulean Holdings, Inc., or a wholly-owned subsidiary of Cerulean Holdings, Inc., owns or holds a controlling interest; (b) a limited partnership in which Cerulean Holdings, Inc., or a wholly-owned subsidiary of Cerulean Holdings, Inc., is the general partner; or (c) a limited liability company in which Cerulean Holdings, Inc., or a wholly-owned subsidiary of Cerulean Holdings, Inc., is the

managing member. Any assignment of Cerulean Holdings, Inc's., interest hereunder shall be pursuant to a written assignment and assumption wherein the assignee shall assume and agree to pay and perform all of the terms, covenants and conditions of this Agreement to be paid and performed by Cerulean Holdings, Inc., hereunder.

9. **ENFORCEMENT.** The parties reserve the right to enforce this Agreement by any legal or equitable remedy available to them, including the rights and remedies provided for in this Agreement, the right to sue for monetary damages, injunctive relief, specific performance, or ejectment. All remedies shall be cumulative and the parties shall not be deemed at any time to have made an election of remedies, nor be precluded from pursuing more than one remedy or exercising any right at the same time.

10. **UNLAWFUL DISCRIMINATING PRACTICES.** Cerulean hereby agrees that during the construction of the Project provided for in this Agreement, Cerulean shall not discriminate against any individual on account of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence or to refuse to hire or employ or to bar or to discharge from employment such individual or to discharge from employment any individual or discriminate against any individual in compensation or in terms, conditions or privileges of employment.

11. **NOTICES.** All notices required under this Agreement shall be in writing and mailed to the party either by certified or registered mail, return receipt required, or by private delivery (such as Federal Express) where a signed delivery receipt is obtained from the addressee, to the address of each party as first shown hereabove or to such other address as

designated by either party upon proper notification to the other party as set forth in this paragraph.

TO EVIDENCE THEIR INTENT TO BE BOUNDED HEREBY, Cerulean and the City of Elmira have set their authorized signatures and seals below.

THE CITY OF ELMIRA, NEW YORK

By: Daniel J. Mandell, Jr.
Its: Mayor

Date: ____/____/2022
Resolution 2022-____

CERULEAN HOLDINGS, INC.

By:
Its:
Date:

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution requesting New York State Legislature, Assembly and Senate, enact legislation authorizing the City to convey East Washington Avenue park commonly referred to as "Patch Park", Tax Map Parcel # 89.11-2-44, to Cerulean Holdings, Inc. be placed on the agenda for action at this meeting of the Council being held on February 28, 2022.

Resolution Number: 2022-78

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution city to cerulean patch park NYS legislature municipal home rule law 2.28.2022.doc](#)

February 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

City Council has authorized the Mayor to execute a Development and Option Agreement between the City and Cerulean Holdings, Inc. (Cerulean) for the development of Washington Avenue Park (commonly known as “Patch Park”) by constructing an apartment complex of approximately 50 units serving low-income and special needs residents. The sale of the land to Cerulean is contingent upon the City acquiring all necessary approvals from the New York State Legislature in compliance with the Municipal Home Rule Law since the property is dedicated parkland.

The attached resolution is a request for the Council for special legislation pertaining to this conveyance.

Respectfully yours,

P. Michael Collins
City Manager

February 28, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the proposed conveyance of “Patch Park” to Cerulean Holdings, Inc., be received and placed on file; and be it further

RESOLVED, that by this Resolution, the City Council of the City of Elmira, New York does hereby request the New York State Legislature (Assembly and Senate) enact legislation authorizing the City to convey the East Washington Avenue park commonly referred to as “Patch Park” (Tax Map Parcel # 89.11-2-44) to Cerulean Holdings, Inc. be placed on the agenda for action at this meeting of the Council being held on February 28, 2022.

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 adopting Local Law No. 1 of 2022 to amend Section 154(h)(1) of the Charter of the City of Elmira.
Resolution Number:	2022-79
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution LL#1 of 2022 - amend section 154h1 - adoption 2.28.2022.doc](#)

February 28, 2022

**RESOLUTION
NO. 2022 - _____**

By Councilmember _____:

WHEREAS, a proposed Local Law entitled “**A LOCAL LAW of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira**”, was duly presented by Council as a Whole for a first reading at a Regular Meeting of this Council held on January 31, 2022, and at said meeting of this Council was duly received, ordered printed in the minutes, copies thereof in its final form having been upon the desks of members of the Council for at least seven (7) calendar days, exclusive of Sunday, prior to this day, and a public hearing having been duly held on February 14, 2022, before the Council upon public notice provided by law, and the said proposed local law having been read in its final form at this meeting;

NOW, THEREFORE, be it

RESOLVED, that said proposed Local Law entitled “**A LOCAL LAW No. 1 OF 2022 of the City of Elmira, New York, to Amend Section 154(h)(1) of the Charter of the City of Elmira**” and reading as follows, be and hereby is adopted and enacted, to-wit:

LOCAL LAW NO. 1 OF 2022

**A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK,
TO AMEND SECTION 154(h)(1) OF
THE CHARTER OF THE CITY OF ELMIRA**

BE IT ENACTED by the Council of the City of Elmira, New York, as follows:

Section 1. Section 154(h)(1) of the Charter of the City of Elmira is hereby amended to read as follows:

- h. (1) Construct or build any sidewalk or any part or portion of any sidewalk in such a manner and with such material as in the judgment of said city manager may be deemed best; repair any sidewalk upon any street, or any part or any portion of any street in such manner and with such material as in the judgment of said city manager may be deemed best, regulate or change the width of space between a sidewalk and the curb line in the street. The owner or owners of property along or in front of which a sidewalk is to be built or rebuilt may, upon request in writing go the city manager, be given permission to build or rebuild such sidewalk, without expense to the

city, in conformity, however, with all the requirements of the city manager as to time of building or rebuilding, material therefor, grade and line thereof, and manner and method of construction. If such requirements are not complied with, the city manager shall make such sidewalk conform therewith. Any owner, contractor, or other person who neglects or refuses to comply with or violates any order, the city manager is authorized to make, shall be subject to the penalties prescribed in section one hundred and sixty-six of the city charter. The owner or owners of the property along or in front of which or any part of which, a sidewalk is constructed, built, rebuilt or repaired, shall pay to the city chamberlain the entire cost of the rebuilding or repairing of any sidewalk along and in front of his or their property or any part thereof; provided, however, the City Council may provide that the city shall pay all or a portion of such cost in which case the owner shall pay to the city chamberlain the portion of the cost not paid by the city. In the event of failure of said owner or owners to pay for said sidewalk as aforesaid, the same shall be collected in the same manner as provided in section one hundred sixty-two of the city charter.

Before the same shall be collected, the city manager shall present to the council the statement of the ascertainment and assessment of the entire cost of such sidewalk being constructed, built or rebuilt, or repaired, and the council shall thereupon give notice of a public hearing to be held at least seven calendar days following the delivery of such ascertainment and assessment upon notice to be published once in the official newspaper at least three days prior to said hearing, which notice shall state that the council will, on the date therein specified, consider the ascertainment and assessment for the purpose of confirmation. At the time so specified, any person charged with the cost of construction, building or rebuilding, or repairing of any sidewalk may appear before the council for the purpose of correcting any error in the amount of the charge. The council may thereupon correct or confirm such assessment without further notice. The owner or owners, occupant or occupants of the property along or in front of which, or any part of which, a sidewalk is constructed or built, shall clean the snow and ice from such sidewalk within twelve hours after the snowfall has ceased, or the ice to form, and in case said owner or owners, or occupants shall neglect to clean such snow and ice from such sidewalk within such time, the same may be done by and under the direction of the city manager and the city shall assess against the real property a charge equal to the

cost actually incurred by or on behalf of the city for labor, equipment, materials, an administrative fee of \$70.00, and any other costs necessary to effectuate the snow and ice removal.

In the event this fee remains unpaid, it shall be added as a separate line item to the annual real property tax bill.

Section 2. Severalability. If a court determines that any clause, sentence, paragraph, subdivision or part of this local law or the application thereof to any person, individual, firm or corporation or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair or invalidate the remainder of this local law but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this local law or in its application to the person, individual, firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 3. Effective Date. This local law shall take effect immediately upon adoption, publication, and filing with the New York State Secretary of State.

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 accepting the proposal of Fiscal Advisors & Marketing, Inc. to provide municipal finance services for the City of Elmira for an indefinite term and authorizing the Mayor to execute the Financial Advisory Services Agreement with Fiscal Advisors & Marketing, Inc., a copy of which is attached and made a part hereof; said agreement subject to Corporation Counsel approval.

Resolution Number:

2022-80

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution fiscal advisors & marketing inc finance services agreement 2.28.2022.doc](#)
[fiscal advisors & marketing inc. agreement 2.28.2022.pdf](#)

February 28, 2022

FOR THE AGENDA
COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Previously the City retained Fiscal Advisors & Marketing, Inc. whereby Fiscal Advisors is the City's financial advisor providing services relating to the issuance of Bonds/Tax/Revenue Anticipation Notes, Serial Bonds, Refunding Serial Bonds, NYS Environmental Facilities Corporation Notes and Bonds, and other debt obligations as requested by the City.

The Elmira Water Board does not have authority to issue Notes and Bonds. The City is the source for debt financing for the Water Board. The Water Board is undertaking several capital projects which will be partially funded by the New York State Environmental Facilities Corporation. To assist the Water Board in undertaking its capital projects, it will be necessary for the City to issue Bonds.

Fiscal Advisors will assist the City in obtaining financing for not only City Capital Projects but also for Elmira Water Board Capital Projects.

The following resolution accepts the proposal of Fiscal Advisors as the City's financial advisor to provide debt obligations as requested by the City.

Respectfully submitted,

P. Michael Collins
City Manager

February 28, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager dated February 28, 2022 regarding municipal finance services for the City of Elmira, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby accept the proposal of Fiscal Advisors & Marketing, Inc. to provide municipal finance services for the City of Elmira for an indefinite term or until either party terminates the agreement upon thirty (30) days' notice; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Financial Advisory Services Agreement with Fiscal Advisors & Marketing, Inc., for municipal finance services, a copy of said agreement being attached hereto and made a part hereof; said agreement 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	



FISCAL ADVISORS & MARKETING, INC.

Municipal Advisors to Local Governments

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement ("Agreement"), entered into as of 2021 ("Effective Date"), is between the City of Elmira, Chemung County, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties").

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond/Tax/Revenue Anticipation Notes, Serial Bonds, Refunding Serial Bonds, NYS Environmental Facilities Corporation Notes and Bonds, and other debt obligations as requested (the "Securities"), pursuant to the terms of this Agreement:

1. **ISSUANCE DESCRIPTION.** Client intends to issue Securities to fund its Capital Projects, to issue Cash Flow Financings, and to refinance outstanding Securities, from time to time during the term of this engagement (the "Issuance").
2. **SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto ("Services"). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor's engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
3. **COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors' Fee Schedule attached hereto as Appendix B ("Compensation"). Any modification to the fee schedule agreed to by the Parties in writing will become effective upon the date and time mutually agreed upon by the Parties.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
5. **AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with factual not misleading information as shall be deemed necessary by Fiscal Advisors for the performance of Services, which shall include financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information relevant to Fiscal Advisors' provision of Services or to provide any misleading information.
6. **BILLING STATEMENT.** Client will receive an invoice upon the closing of the securities issuance which shall be due and payable within thirty (30) days of the invoice date.
7. **OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.
8. **INDEMNITY.** Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors' acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors' own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

9. **AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C – Disclosure of Conflicts of Interest may be provided by Fiscal Advisors in writing without the need for the Parties' signature, and modifications or amendments to Appendix B – Fee Schedule or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

10. **HEADINGS.** The headings of the various sections in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Onondaga, New York.

12. **DODD-FRANK COMPLIANCE.** Fiscal Advisors is a registered municipal advisor with both the SEC (#866-00478-00) and the MSRB (#K0191). The website address for the Municipal Securities Rulemaking Board is www.msrb.org, where you may find a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

13. **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION.** Client acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to and acknowledged by Client's City Chamberlain or designated signatory.

14. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

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

By: Daniel J. Mandell, Jr.

Resolution No. 2022 - _____

Signature: _____

Title: Mayor

**FISCAL ADVISORS
& MARKETING, INC.**

By: Jeanine Rodgers Caruso, CIPMA

Signature: Jeanine Rodgers Caruso

Title: CEO, Municipal Advisor

APPENDIX A – SERVICES

1. **FINANCING PLAN.** Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.
2. **RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE.** Upon the written request of Client, Fiscal Advisors shall review the financing type selected by Client. Unless specifically requested by Client, in writing, Fiscal Advisors shall assume that Client has already conducted an analysis of the suitability of a particular financing type and shall be under no duty to investigate and/or advise Client of alternatives to the proposed financing structure that are then suitable to Client.
3. **OFFICIAL STATEMENT PREPARATION.** Fiscal Advisors will prepare the Preliminary and Final Official Statement (collectively the “Official Statement”) based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
4. **PRIVATE PLACEMENT MEMORANDUM PREPARATION.** When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
5. **RATING ANALYSIS AND PREPARATION.** Fiscal Advisors shall use its best efforts in obtaining the highest possible rating for Client’s Securities. Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client. Fiscal Advisors will assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Fiscal Advisors will meet or engage in discussions with municipal rating agencies to review Client’s economic and financial condition and financing plans.
6. **CREDIT ENHANCEMENT.** Fiscal Advisors will make recommendations as to the appropriateness of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. Fiscal Advisors will also make recommendations as to the appropriateness of other forms of credit enhancements that might be available to Client, if any.
7. **METHOD OF SALE.** Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall prepare all necessary bidding documents and offering materials, including the notice of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client’s best interest.

8. MARKET ANALYSIS. In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

- a. General conditions and trends in the economy;
- b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
- c. The status of recently sold municipal issues; and
- d. The supply of municipal securities coming to market.

9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION. Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

10. MATHEMATICAL COMPUTATIONS. Fiscal Advisors will prepare maturity and other schedules showing mathematical results including the source and disbursement of funds, yield calculations, savings and escrow account calculations.

11. ATTENDANCE AT MEETINGS. Fiscal Advisors shall attend Client meetings to explain the progress of the transaction and the various documents to be adopted by Client.

12. CLOSING. Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers at closing. Fiscal Advisors will obtain CUSIP numbers as requested by Client or as required by MSRB rules.

13. REQUEST FOR PROPOSALS FOR SERVICE PROVIDERS. Fiscal Advisors will prepare a request for proposal for the selection of Senior Managing Underwriter to perform underwriting services as required for the Issuance.

14. SECONDARY DISCLOSURE. Unless otherwise directed by Client, Fiscal Advisors will, on an annual basis, file Client's Continuing Disclosure Report with the Municipal Securities Rulemaking Board's ("MSRB") EMMA online document repository as required under the terms of the Continuing Disclosure Agreement or other written agreement requiring the filing of a Continuing Disclosure Report using information provided by the Client or obtained from third parties. Under the terms of this Agreement, Fiscal Advisors is not responsible for determining whether any Continuing Disclosure Report makes an untrue statement of material fact or omits to state any material information, or to make any determination with respect to the "materiality" of an event or whether such event reflects "financial difficulties" of the Client.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or otherwise agreed to in writing by Fiscal Advisors.

APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

OTHER MATERIAL CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

Affiliated Entities and Subsidiaries. For most securities issuances, clients will need to utilize the services of a financial printer of the Official Statement, Notice of Sale and/or Bid Forms. In connection with these printing undertakings, Fiscal Advisors utilizes Premier Printing, Inc., a wholly owned subsidiary of Fiscal Advisors, to print, mail and electronically post client documents.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives a separate fee. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements and in your continuing disclosure (either separately or as part of your audited financial statements) and may affect a creditor's or investor's assessment of your financial position or credit strength.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

Forms of compensation; potential conflicts. The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Fiscal Advisors manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

Fixed fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a

reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

REQUIRED REGULATORY DISCLOSURES

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Fiscal

Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

There have been no material changes to the legal or disciplinary events that Fiscal Advisors has disclosed to the SEC.



CAPITAL DISTRICT REGION
63 PUTNAM STREET, SUITE 202
SARATOGA SPRINGS, NY 12866
O: 518-541-3861
WWW.FISCALADVISORS.COM
jcaruso@fiscaladvisors.com

December 9, 2021

Ms. Charmain Cattan, City Chamberlin
City of Elmira
City Hall; 317 E. Church Street
Elmira, New York 14901

Re: NYSEFC Revolving Fund (SRF)
City of Elmira (EWB)
DWSRF Project No.: 18322

INVOICE

Dear Charmain,

For Financial Advisory Services rendered to the City of Elmira related to the above referenced financing.

Total Due to Fiscal Advisors & Marketing, Inc.:

\$7,500.00

Please send your payment at your earliest convenience to:

Karen Cannucciari
Fiscal Advisors & Marketing, Inc.
250 South Clinton Street, Suite 502
Syracuse, New York 13202

Thank you for the opportunity to work with the City of Elmira.

Very truly yours,

FISCAL ADVISORS & MARKETING, INC.

Jeanine Rodgers Caruso

Jeanine Rodgers Caruso, CIPMA
President, Municipal Advisor

Agenda Summary: Act on resolution approving a Memorandum of Agreement (MOA) between the City and Chemung County regarding the City's participation in the County's Employee Health Benefit Program, a copy of said MOA is attached hereto and made a part hereof, and authorizing the Mayor to execute the MOA; said MOA subject to Corporation Counsel approval.

Resolution Number: 2022-81

Sponsor: Brent Stermer

ATTACHMENTS

[resolution city-county MOA participation 2022 county employee health benefit program 2.28.2022.docx](#)
[city-county MOA county employee health benefit program 2022.dpf.pdf](#)

February 28, 2022

RESOLUTION
NO. 2022 - _____

By Councilmember _____:

WHEREAS, the County of Chemung permits City employees and retirees to participate in Chemung County's Employee Health Benefit Program; and

WHEREAS, Chemung County's Employee Health Benefit Program is presently administered by Excellus Blue Cross/Blue Shield; and

WHEREAS, the County and the City desire to enter into a Memorandum of Agreement with respect to the City's participation in Chemung County's Employee Health Benefit Program; and

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a Memorandum of Agreement between the County and the City regarding the City's participation in the County's Employee Health Benefit Program, a copy of said Memorandum being attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Memorandum of Agreement; said Agreement 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 Agreement
Between
The County of Chemung
And
The City of Elmira, NY**

WHEREAS, the parties above-named, hereinafter referred to as “Chemung County” and “City,” agree that it would be mutually beneficial to permit City’s employees and retirees to participate in Chemung County’s Employee Health Benefit Program; and

WHEREAS, Chemung County’s program is presently administered by Excellus Blue Cross Blue Shield;

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants, the Parties agree as follows:

1. The City, its active employees and retirees will join the Employee Health Benefit Program of Chemung County, effective January 1, 2022, PPO3 Option.
2. The City represents that it has authority for its employees and retirees to join Chemung County’s Employee Health Benefit Program, and while its employees and retirees are covered under the program the County’s obligation to the City will only be to provide coverage level afforded by the program (PPO3 Option) as administered by Excellus Blue Cross Blue Shield, in exchange for the City providing premium payment for City employees and retirees (hereinafter “Enrollees”) as set forth herein.
3. The County will hold the City harmless and indemnify the City for any and all claims submitted for duly authorized Enrollees, and for whom the City timely paid premiums at the coverage level requested by the City, as set forth herein. The City will hold the County harmless, and indemnify the County for any and all litigation that may ensue by Enrollees contesting the validity of this Agreement, and for the level/limit of coverage provided by the County’s Employee Health Benefit Program administered by Excellus Blue Cross Blue Shield (including, but not limited to deductibles, co-insurance, co-pays, covered services, choice of provider, approval/pre-approval for procedures, and so forth), as the County’s financial and coverage obligations are limited to the coverage provided by and through the Employee Health Benefit Program (including updates and changes as may be adopted as provided for herein).
4. Chemung County shall send the City a monthly total bill that shall reflect the coverage levels requested by the City based on the applicable premium rates determined by Chemung County after consultation with Excellus Blue Cross Blue Shield. The monthly report will also contain the monthly difference between premiums and claims.
5. The anticipated monthly premium rate charge per Enrollee for each succeeding calendar year will be given to the City on or before the 1st of November of each year.

6. Except as provided in Paragraph "3" above, the City will be billed on the 20th of the month, one month in advance, and payment is due to Chemung County by the end of the premium month being invoiced.
7. This Agreement may be terminated by either party upon written notice.
 - a. Chemung County shall not terminate this Agreement on less than six (6) months written notice, unless the City defaults in its obligations under this Agreement, in which case termination shall be effective immediately.
 - b. The City may terminate this Agreement for any reason or for no reason, and termination shall be effective on the date specified in the City's prior written notice of termination which date shall not be more than six (6) months from the date of said notice.
 - c. In the event of termination of this Agreement by any party, the City shall no longer be obligated to pay premiums to Chemung County after the effective date of cancellation, and Chemung County shall no longer be obligated to pay claims that are received after the effective date of termination. The City agrees that it is obligated to pay any and all claims run out due after the date of termination for each City employee or retiree. Chemung County shall provide to the City, upon termination, a breakout of claims run out.
8. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred beyond the amount of such monies. It is understood that the City represents it will appropriate or make available monies for the purpose of the contract.
9. The County's health insurance coverage, provided under this Agreement to the City in accordance with the Employee Health Benefit Program, may be altered by Chemung County in accordance with any changes adopted by the Chemung County Legislature or as required by law. Advance notice will be provided to the City and its participating municipalities of any changes to the Chemung County Insurance Plans.
10. Chemung County shall provide a year end audit settlement to the City of Elmira which will indicate the difference between premiums paid and claims paid at the end of the calendar year. If the City of Elmira has a credit at year end, the credit may be applied to the next month's premium. If there is a debt at year end, the debt will need to be settled within the first quarter of the following year (i.e. March 31st). Chemung County will impose a 1.5% administration fee on the monthly charge premium to offset the cost of administering the plan.
11. The Parties agree to comply with all laws, rules and regulations relative to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date opposite their respective signatures.

DATED: _____

COUNTY OF CHEMUNG, NY

BY: _____
Its County Executive
Resolution No. 22-039

DATED: _____

CITY OF ELMIRA, NY

BY: _____
Daniel J. Mandell, Jr.
Its Mayor
Resolution No. 2022-_____

RESOLUTION NO. 22-039

RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT BETWEEN THE CITY
OF ELMIRA AND THE COUNTY OF CHEMUNG ON BEHALF OF THE CHEMUNG
COUNTY PERSONNEL DEPARTMENT
(Employee Health Insurance Benefit Program)

By: Chalk

Seconded by: Briggs

WHEREAS, Chemung County and the City of Elmira (the "City") agree that it would be mutually beneficial to permit the City's employees and retirees to participate in Chemung County's Employee Health Benefit Program (the "Program"), presently administered by Excellus Blue Cross Blue Shield ("Excellus"), effective January 1, 2022 through December 31, 2022; and

WHEREAS, Chemung County shall send the City a monthly total bill that shall reflect the coverage levels requested by the City based at the applicable premium rates determined by Chemung County after consultation with Excellus; and

WHEREAS, the County Executive and the Personnel Committee have recommended that the Chemung County Legislature approve this agreement; now, therefore, be it

RESOLVED, that the County Executive is hereby authorized and directed to execute a Memorandum of Agreement between Chemung County and the City of Elmira which shall permit City employees and retirees to participate in Chemung County's Employee Health Benefit Program effective January 1, 2022 through December 31, 2022 in exchange for the City's providing premium payment for City employees and retirees, with a year-end claims paid adjustment due to or by the County; and, be it further

RESOLVED, that the terms and conditions of the agreement shall be subject to the review and approval of the County Attorney; and, be it further

RESOLVED, that the agreement shall not be renewed, the initial term thereof extended, or amended without the express consent by Resolution of this Legislature.

RESOLUTION NO. 22-039

BACKGROUND INFORMATION

Requested by: Director of Personnel

Purpose: to authorize MOA

Authority: Section 203 of Chemung County Charter

Approved by: Personnel Committee, January 3, 2022

Ayes: Pastrick, Sweet, Brennan, Margeson, Hyland, Sonsire, Woodard, Burin, Chalk, Briggs, McCarthy, Drake, Smith, Strange, Manchester (Chairman) (15); Opposed: None (0)

STATE OF NEW YORK)
COUNTY OF CHEMUNG) SS:

THIS IS TO CERTIFY, that I, the undersigned Clerk of the Chemung County Legislature, have compared the foregoing copy of resolution with the original resolution now on file in my office, and which was passed by the Chemung County Legislature on the 10th day of January 2021, a majority of all the members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Chemung County Legislature this 11th day of January 2022.

Cynthia G. Kalweit

Cynthia G. Kalweit, Clerk
Chemung County Legislature

Agenda Summary: Receive communication from the City Manager and act on resolution directing and authorizing the Mayor to enter into agreements with First Turf & Ornamental, Andre & Son, Inc., Professional Turf Services, Inc. and Harrell's LLC, the low bidders meeting all bid specifications for the grounds keeping products for the Mark Twain Golf Course for 2022 listed on the attached bid summary sheet.

Resolution Number: 2022-82

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution bid award grounds keeping products MTGC 2.28.2022.docx](#)
[2022 MTGC grounds keeping bid summary 2.28.2022.pdf](#)

February 28, 2022

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Bids were opened on February 15, 2022 for the supply of grounds keeping products for the Mark Twain Golf Course. The results are listed on the attached bid summary sheet.

The bids submitted have been reviewed by the Purchasing Department, the Department of Public Services, the Superintendent of the Mark Twain Golf Course, and the Law Department. It is recommended that the bids for the following items be awarded as follows:

<u>Product Description</u>	<u>Lowest Responsible Bidder meeting bid specifications</u>
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FUNGICIDES

Interface (agency)	Andre & Son
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Tartan Stressgard (agency)	Andre & Son
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Xzemplar (agency)	First Turf & Ornamental
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Daconil Action (agency)	First Turf & Ornamental
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Secure Action (agency)	First Turf & Ornamental
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Medallion SC	First Turf & Ornamental
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Chlorothalonil	Professional Turf Services, Inc.
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Propiconazole	First Turf & Ornamental
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Iprodione	Harrell's LLC
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Mefenoxam	Andre & Son
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Briskway	First Turf & Ornamental
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Exteris Stressgard	Andre & Son
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Affirm	First Turf & Ornamental
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INSECTICIDES

Ference (agency)	First Turf & Ornamental
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Triple Crown	First Turf & Ornamental
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Imidacloprid	First Turf & Ornamental
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Bifenthrin	Professional Turf Services, Inc.
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Carbaryl	Andre & Son
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Provaunt	First Turf & Ornamental
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Matchpoint	First Turf & Ornamental
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Scimitar	Andre & Son
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HERBICIDES

Quicksilver	Professional Turf Services, Inc.
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Trimex Bentgrass Formula (no generic bids)	Andre & Son
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Dimension (no generic bids)	First Turf & Ornamental
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Primera Triplet SF	Andre & Son
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Speedzone	First Turf & Ornamental
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GROWTH REGULATORS

Proxy (no generic bids)	Harrell's LLC
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Groom PCR (no other brand accepted)	First Turf & Ornamental
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FERTILIZERS

Uflexx 46-0-0 (Mini's) (no other brand accepted)	Andre & Son
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Ammonium Sulfate 21-0-0	Andre & Son
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Iron Sulfate	Andre & Son
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Verde Cal G Greens Grade	First Turf & Ornamental
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Humoxy (Nutrite)	Professional Turf Services, Inc.
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WETTING AGENTS

Oars PS	First Turf & Ornamental
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Oars HS	First Turf & Ornamental
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Excalibur	First Turf & Ornamental
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MISCELLAENOUS

Foamer	First Turf & Ornamental
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Defoamer	First Turf & Ornamental
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Respectfully submitted,

P. Michael Collins
City Manager

February 28, 2022

RESOLUTION
No. 2022 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager reporting the results of the bid openings for supplying grounds keeping products for the Mark Twain Golf Course, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized and directed to enter into agreements with First Turf & Ornamental, 3349 Monroe Ave, Suite 290, Rochester, NY 14618; Andre & Son, Inc., 17150 S.R. 706, Montrose, PA 18801; Professional Turf Services, Inc., 8704 Brickhouse Rd, Corfu, NY 14036; and Harrell's LLC, PO Box 807, Lakeland, FL 33802, the low bidders meeting all bid specifications for the grounds keeping products for the Mark Twain Golf Course listed on the attached bid summary sheet.

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-261 Grounds Keeping Products for Mark Twain Golf Course for 2022

Bid Opening: February 15, 2022

Bidders		Andre & Son		First Turf & Ornamental		Harrells LLC		Professional Turf Services Inc	
Surety		GK \$50.00		GK \$50.00		GK \$50.00		GK \$50.00	
Item #	Product Description	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
FUNGICIDES									
1	Interface (agency)	2	2.5 gal	\$472.50	\$945.00	NB	NB	\$472.50	\$945.00
2	Tartan Stressgard (agency)	3	2.5 gal	\$850.00	\$2,550.00	NB	NB	\$854.00	\$2,562.00
3	Xzemplar (agency)	4	114 oz	\$1,596.00	\$6,384.00	\$1,488.84	\$5,955.36	\$1,596.00	\$6,384.00
4	Daconil Action (agency)	4	2.5 gal	\$230.00	\$920.00	\$230.00	\$920.00	\$230.00	\$920.00
5	Secure Action (agency)	4	2.5 gal	\$1,707.50	\$6,830.00	\$1,707.50	\$6,830.00	\$1,707.50	\$6,830.00
6	Medallion SC	3	1 gal	\$622.00	\$1,866.00	\$622.00	\$1,866.00	\$622.00	\$1,866.00
7	Chlorothalonil	20	1 gal	\$32.00	\$640.00	\$37.33	\$746.60	\$59.42	\$1,188.40
8	Propiconazole	10	1 gal	\$56.00	\$560.00	\$48.00	\$480.00	\$72.22	\$722.20
9	Iprodione	20	1 gal	\$65.00	\$1,300.00	\$73.00	\$1,460.00	\$65.00	\$1,300.00
10	Mefenoxam	2	1 gal	\$375.00	\$750.00	\$481.00	\$962.00	\$571.00	\$1,142.00
11	Briskway	3	1 gal	\$1,335.00	\$4,005.00	\$1,335.00	\$4,005.00	\$1,335.00	\$4,005.00
12	Exteris stressgard	10	1 gal	\$114.40	\$1,144.00	NB	NB	\$118.50	\$1,185.00
13	Affirm	6	2.4 lbs	\$258.24	\$1,549.44	\$258.24	\$1,549.44	\$258.24	\$1,549.44
INSECTICIDES									
1	Ference (agency)	1.0	96 oz	\$1,824.00	\$1,824.00	\$1,824.00	\$1,824.00	\$1,824.00	\$1,824.00
2	Triple Crown	2	1 gal	\$292.25	\$584.50	\$292.25	\$584.50	\$292.25	\$584.50
3	Imidacloprid	5	1 gal	\$87.50	\$437.50	\$51.33	\$256.65	\$63.41	\$317.05
4	Bifenthrin	5	1 gal	\$42.50	\$212.50	\$46.87	\$234.35	\$60.13	\$300.65
5	carbaryl	5	1 gal	\$50.00	\$250.00	NB	NB	\$55.68	\$278.40
6	Provaunt	2	1 gal	403.20 WDG 72oz	\$806.40	403.20 72oz	\$806.40	NB	NB
7	Matchpoint	3	1 gal	\$1,655.60	\$4,966.80	\$827.80	\$2,483.40	\$1,655.60	\$4,966.80

Bidders				Andre & Son		First Turf & Ornamental		Harrells LLC		Professional Turf Services Inc	
8	Scimitar	9	1 qt	\$160.00	\$1,440.00	NB	NB	\$181.19	\$1,630.71	NB	NB
HERBICIDES											
1	Quicksilver	4.0	8 oz	\$180.00	\$720.00	\$198.67	\$794.68	\$195.63	\$782.52	\$179.00	\$716.00
2	Trimex Bentgrass Formula (no generic bids)	4.0	2.5 gal	\$97.50	\$390.00	\$132.15	\$528.60	\$120.50	\$482.00	\$117.00	\$468.00
3	Dimension (no generic bids)	12.5	1 gal	\$215.50	\$2,693.75	\$215.50	\$2,693.75	\$215.50	\$2,693.75	619.00 2.5 gal	\$3,095.00
4	Primera triplet SF	30.0	1 gal	\$25.00	\$750.00	\$25.56	\$766.80	\$28.00	\$840.00	NB	NB
5	Speedzone	15.0	1 gal	\$86.95	\$1,304.25	\$86.95	\$1,304.25	\$86.96	\$1,304.40	2.5 gal 227.00	\$1,362.00
GROWTH REGULATORS											
1	Proxy (no generic bids)	5.0	2.5 gal	NB	NB	NB	NB	98.93	\$494.65	NB	NB
2	Groom PCR (no other brand accepted)	2.0	1 gal	NB	NB	\$132.00	\$264.00	NB	NB	NB	NB
FERTILIZERS											
1	Ulfexx 46-0-0 (Mini's) (no other brand accepted)	80 bags	50 lb bag	\$38.00	\$3,040.00	NB	NB	60.99	\$4,879.20	NB	NB
2	Ammonium Sulfate 21-0-0-	20.0	50 lb bag	\$20.00	\$400.00	NB	NB	21.85	\$437.00	\$22.50	\$450.00
3	Iron Sulfate	2.0	50 lb bag	\$32.00	\$64.00	NB	NB	NB	NB	NB	NB
4	Verde Cal G Greens Grade	35.0	50 lb bag	\$17.00	\$595.00	\$25.00	\$875.00	30.93	\$1,082.55	NB	NB
5	Humoxy (Nutrite)	35.0	50 lb bag	NB	NB	NB	NB	NB	NB	\$28.00	\$980.00
WETTING AGENTS											
1	Oars PS	16.0	2.5 gal	\$253.00	\$4,048.00	\$253.00	\$4,048.00	NB	NB	NB	NB
2	Oars HS	6.0	2.5 gal	\$258.50	\$1,551.00	\$258.50	\$1,551.00	NB	NB	NB	NB

Bidders				Andre & Son		First Turf & Ornamental		Harrells LLC		Professional Turf Services Inc	
3	Excalibur	10.0	1 gal	\$137.00	\$1,370.00	\$137.00	\$1,370.00	NB	NB	NB	NB
MISCELLANEOUS											
1	Foamer	1.0	1 gal	\$70.00	\$70.00	\$39.23	\$39.23	\$78.44	\$78.44	NB	NB
2	Defoamer	16.0	1 qt	\$13.00	\$208.00	\$9.00	\$144.00	\$22.69	\$363.04	NB	NB

* = Does not meet specifications

Elmira City Council

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

Resolution Number: 2022-83

Sponsor: Nan Moss

ATTACHMENTS

[02-28-2022 audit \(CDBG;HOME\).docx](#)

February 28, 2022

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2022-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$867.21**, they are hereby audited for payment for the Community Development Block Grant, February 28, 2022.

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
Rehab- Processing Fee	Doxim	2 Coupon Books for households who have received a CDBG Loan	\$41.76
Grace Episcopal ChurchOCV	Grace Episcopal Church	Reimbursement for COVID related expenses	\$260.62
General Administration-Advertising	The Star Gazette	Marketing of a public meeting on 2/24/2022	\$5.78
Rehab-Travel/Seminar	See attachment for additional information	See attachment for additional information	\$24.10
Rehab- Credit Reports	AmRent	invoice #2616567 charges for credit reports	\$39.35

General Administration- Office Supplies	H.L. Treu Office Supplies	invoice 245005, 245247, 245288, 245483,	\$208.15
Rehab-ADP Charges General Admin- ADP Charges	ADP	invoice #599398159 tax reporting W-2's	\$75.00
Rehab-ADP Charges General Admin- ADP Charges	ADP	invoice #598834237 payroll charges	\$161.95
Rehab Admin- Filing Fee	Chemung County Clerk	See attachment for additional information	\$50.50
		TOTAL	\$867.21



Agenda Summary: ARP Non-Profit Program

Resolution Number: 2022-84

Sponsor: Mayor Mandell

ATTACHMENTS

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

[ARP NON PROFIT BACKUP.pdf](#)

DATE: February 28, 2022

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	\$5,000.00
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GRAND TOTAL PAYMENTS:	----- \$5,000.00 =====
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RESOLUTION NO. 2022-

By Councilmember _____

RESOLVED, that the applications in the amount of \$5,000.00
be and they hereby are audited and approved for payment,
when in funds.

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: ARP 5* - ARP Five Star

Batch Date: 02/28/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star						
Check	02/28/2022	100245	Accounts Payable	FIRST UNITED CHURCH OF CHRIST		5,000.00
	Invoice		Date	Description		Amount
	NON PROFIT		02/18/2022	American Rescue Plan - Non Profit		5,000.00
ARP 5* ARP Five Star Totals:				Transactions: 1		\$5,000.00
Checks:		1		\$5,000.00		

Agenda Summary: ARP Business Program

Resolution Number: 2022-85

Sponsor: Brent Stermer

ATTACHMENTS

[ARP BUSINESS COVER SHEET.pdf](#)

[ARP BUSINESS BACKUP.pdf](#)

DATE: February 28, 2022

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.

BUSINESS PROGRAM	\$8,598.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$8,598.00 =====
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RESOLUTION NO. 2022-

By Councilmember _____

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

\$8,598.00

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: ARP 5* - ARP Five Star

Batch Date: 02/28/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star						
Check	02/28/2022	100246	Accounts Payable	KELLY SWAN		3,598.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	02/18/2022	American Rescue Plan - Business Program		3,598.00
Check	02/28/2022	100247	Accounts Payable	MIKIE'S DAY CARE		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	02/18/2022	American Rescue Plan - Business Program		5,000.00
ARP 5* ARP Five Star Totals:				Transactions: 2		\$8,598.00
Checks:		2		\$8,598.00		



Agenda Summary: ARP Woodlawn

Resolution Number: 2022-86

Sponsor: Mayor Mandell

ATTACHMENTS

[ARP WOODLAWN.pdf](#)

DATE: February 28, 2022

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.

WOOLAWN CEMETERY	\$500,000.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$500,000.00 =====
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RESOLUTION NO. 2022-

By Councilmember _____

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

\$500,000.00

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 Audit

Resolution Number: 2022-87

Sponsor: Joseph Duffy

ATTACHMENTS

[AUDIT COVER SHEET.pdf](#)

[AUDIT BACKUP PT 1.pdf](#)

[AUDIT BACKUP PT 2.pdf](#)

DATE: February 28, 2022

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:	\$332,713.55
CAPITAL FUNDS:	\$16,655.80
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$349,369.35
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OTHER PAYMENTS:	
PAYROLLS W/E Feb 27, 2022	\$650,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$5,416.07
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$655,416.07
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GRAND TOTAL PAYMENTS:	\$1,004,785.42
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RESOLUTION NO. 2022-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$1,004,785.42
be and they hereby are audited and approved for payment,
when in funds.

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: 02/28/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	02/28/2022	199328 Accounts Payable	ADP		5,893.97
	Invoice	Date	Description		Amount
	598834314	02/04/2022	CLIENT#262059		1,379.87
	5958833946	02/04/2022	CLIENT#262059		2,375.85
	599397145	02/16/2022	2021 w2 printing - CLIENT 262059		2,138.25
Check	02/28/2022	199329 Accounts Payable	ASSOCIATION OF NYS YOUTH COURTS		125.00
	Invoice	Date	Description		Amount
	2022 DUES	02/15/2022	ANYSYC PREFERRED MEMBER		125.00
Check	02/28/2022	199330 Accounts Payable	AT&T		169.16
	Invoice	Date	Description		Amount
	1175614526	02/15/2022	ACCTT#1000-810-0850		169.16
Check	02/28/2022	199331 Accounts Payable	Auto Zone		413.09
	Invoice	Date	Description		Amount
	2950359012+	01/26/2022	PARTS/HARDWARE PGB-2220		413.09
Check	02/28/2022	199332 Accounts Payable	B & N ENTERPRISES		10,000.00
	Invoice	Date	Description		Amount
	1003	02/06/2022	BALANCE OF REMOVAL OF 43 TREES 2021		10,000.00
Check	02/28/2022	199333 Accounts Payable	BEAM MACK		2,044.90
	Invoice	Date	Description		Amount
	353740E	02/02/2022	OUTSIDE REPAIRS TRUCK #337		2,044.90
Check	02/28/2022	199334 Accounts Payable	BOBCAT OF THE TWIN TIERS		819.00
	Invoice	Date	Description		Amount
	03-150857	01/25/2022	OUTSIDE REPAIRS TOOLCAT #730		819.00
Check	02/28/2022	199335 Accounts Payable	BRYANT TRANCHANT		3,710.23
	Invoice	Date	Description		Amount
	1/21/22 MVA	02/15/2022	KNAPPY'S ESTIMATE FOR REPAIR		3,710.23
Check	02/28/2022	199336 Accounts Payable	CARGILL, INCORPORATED		45,548.54
	Invoice	Date	Description		Amount
	2906864719+	01/31/2022	SALT/PC# 68230/GROUP# 01800/AWARD# 23134		45,548.54
Check	02/28/2022	199337 Accounts Payable	CHAMPION FASTENERS		712.29
	Invoice	Date	Description		Amount
	73671,74129	02/03/2022	BLANKET FOR HARDWARE SUPPLIES		72.05
	74154	02/11/2022	BLANKET FOR HARDWARE SUPPLIES		7.00
	74243+	02/15/2022	BLANKET FOR HARDWARE SUPPLIES		274.84
	73900	02/02/2022	HARDWARE/PLOW PARTS		325.00
	73837, 73855	02/01/2022	PARTS/HARDWARE RFB#2143		33.40
Check	02/28/2022	199338 Accounts Payable	CHEMUNG COUNTY BUILDING & GROUNDS		860.79
	Invoice	Date	Description		Amount
	2022-4	02/15/2022	30% UTILITY COST AGREEMENT		860.79
Check	02/28/2022	199339 Accounts Payable	CHEMUNG COUNTY CHAMBER OF COMMERCE		440.00
	Invoice	Date	Description		Amount

	50655	02/15/2022	2022 MEMBERSHIP DUES	440.00
Check	02/28/2022	199340 Accounts Payable	CHEMUNG COUNTY INSURANCE DEPARTMENT	12,370.01
	Invoice	Date	Description	Amount
	YEAR-END	02/15/2022	2021 YEAR END INVOICE	9,922.88
	FEBRUARY-2022	02/15/2022	ROBIN OAKES HEALTH INSURANCE	2,447.13
Check	02/28/2022	199341 Accounts Payable	CHEMUNG COUNTY TRANSFER	28,852.88
	Invoice	Date	Description	Amount
	133565,133580	01/24/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	7,121.00
	133566	02/24/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	457.50
	133630	02/01/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	608.78
	133628,133646	02/01/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	10,940.12
	133662,133679	02/07/2022	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE	7,713.86
	133663	02/07/2022	GARBAGE COLLECTION FEES- ELM HEIGHTS	613.62
	133629	02/01/2022	CUST#TI-00038	1,398.00
Check	02/28/2022	199342 Accounts Payable	CHEMUNG SUPPLY CORPORATION	245.00
	Invoice	Date	Description	Amount
	14475	02/08/2022	MISC. PARTS/SHOES/BLADES-SNOW PLOWS	245.00
Check	02/28/2022	199343 Accounts Payable	COLDIRON FUEL INC.	19.74
	Invoice	Date	Description	Amount
	255188, 255190	01/25/2022	FUEL OIL/LUBRICANTS	19.74
Check	02/28/2022	199344 Accounts Payable	CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.	15,221.70
	Invoice	Date	Description	Amount
	61619267801	01/31/2022	CUST#2530739-41493	15,221.70
Check	02/28/2022	199345 Accounts Payable	CULLIGAN	9.40
	Invoice	Date	Description	Amount
	272x29288802	02/03/2022	ACCT 272-00110023-4	9.40
Check	02/28/2022	199346 Accounts Payable	CUSTOM PEST CONTROL	50.00
	Invoice	Date	Description	Amount
	103837	02/03/2022	PEST CONTROL AT 312 BUILDING	50.00
Check	02/28/2022	199347 Accounts Payable	D.B.M. CONTROLS DIST.	274.47
	Invoice	Date	Description	Amount
	134411	01/25/2022	BLANKET FOR THERMOSTATS & HEAT PARTS	274.47
Check	02/28/2022	199348 Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	11,201.58
	Invoice	Date	Description	Amount
	HS22875736	02/07/2022	ACCT#692586-3081	11,201.58
Check	02/28/2022	199349 Accounts Payable	FERRARIO FORD LINCOLN MERCURY	398.52
	Invoice	Date	Description	Amount
	59170	02/11/2022	MISC. MANUFACTURER'S PARTS	398.52
Check	02/28/2022	199350 Accounts Payable	FIRST CLASS GLASS AND MIRROR	280.00
	Invoice	Date	Description	Amount
	13446	02/08/2022	WINDSHIELD REPLACEMENT TRUCK #712	280.00
Check	02/28/2022	199351 Accounts Payable	FIRSTLIGHT FIBER	235.26
	Invoice	Date	Description	Amount
	10772966	02/15/2022	ACCT#38403	235.26
Check	02/28/2022	199352 Accounts Payable	GCSA OF NY	100.00
	Invoice	Date	Description	Amount
	2022 dues	01/01/2022	MEMBERSHIP RENEWAL	100.00
Check	02/28/2022	199353 Accounts Payable	GOODYEAR	246.00
	Invoice	Date	Description	Amount
	31930	02/02/2022	TIRES/REPAIRS-BLANKET PO	246.00

Check	02/28/2022	199354 Accounts Payable	GRASS LANDS EQUIPMENT CO.	5,036.19
	Invoice	Date	Description	Amount
	1302034	01/01/2022	CUTTING UNITS AND NEW BEDKNIVES	2,274.76
	1303234	01/01/2022	WINTER SERVICE ON TORO 4000D MOWER	1,379.43
	1302429	01/01/2022	SHARPEN REEL AND BEDKNIVES	1,382.00
Check	02/28/2022	199355 Accounts Payable	HEP SALES	55.95
	Invoice	Date	Description	Amount
	04-012722-0044	02/03/2022	BUILDING REPAIR	55.95
Check	02/28/2022	199356 Accounts Payable	HESELSON'S	349.99
	Invoice	Date	Description	Amount
	23566	02/03/2022	CSEA BOOT ALLOWANCE-B&G	150.00
	23739	02/03/2022	CSEA BOOT ALLOWANCE-SOLID WASTE	199.99
Check	02/28/2022	199357 Accounts Payable	HORIZON SOLUTIONS CORP.	104.72
	Invoice	Date	Description	Amount
	5485933	02/01/2022	BLANKET FOR HARDWARE SUPPLIES	104.72
Check	02/28/2022	199358 Accounts Payable	I. D. BOOTH, INC.	1,164.57
	Invoice	Date	Description	Amount
	S1228807.001+	01/04/2022	BLANKET ELECTRICAL & STREETLIGHT SUPPLIES	652.41
	1233911.001+	01/11/2022	BLANKET PO FOR PLUMBING, PARTS, SUPPLIES	1.10
	s1230026.001+	01/05/2022	BLANKET FOR ELECTRICAL SUPPLIES	511.06
Check	02/28/2022	199359 Accounts Payable	JAMES J TURCSIK, JR.	2,341.95
	Invoice	Date	Description	Amount
	W/E 3/6/22	02/15/2022	PER CONTRACT	2,341.95
Check	02/28/2022	199360 Accounts Payable	JEMCO WATER TREATMENTS SERVICES, INC	1,725.00
	Invoice	Date	Description	Amount
	67618	02/01/2022	WATER TREATMENT FOR CITY OWNED BOILERS	1,725.00
Check	02/28/2022	199361 Accounts Payable	LEXIS PUBLISHING	1,800.00
	Invoice	Date	Description	Amount
	2/10/22	02/15/2022	ACCT#3000022585	1,800.00
Check	02/28/2022	199362 Accounts Payable	MICHAEL KOZEMKO	45.00
	Invoice	Date	Description	Amount
	2/17/22	02/15/2022	BERLA CERTIFICATION	45.00
Check	02/28/2022	199363 Accounts Payable	MIDWEST MOTOR SUPPLY CO INC	541.57
	Invoice	Date	Description	Amount
	9601266	02/07/2022	SHOP EQUIP/TOOLS/SUPPLIES	541.57
Check	02/28/2022	199364 Accounts Payable	MONROE TRACTOR	894.24
	Invoice	Date	Description	Amount
	P48494	10/18/2021	PARTS	894.24
Check	02/28/2022	199365 Accounts Payable	NAPA AUTO PARTS	5,390.41
	Invoice	Date	Description	Amount
	6718-049068+	01/03/2022	PARTS/BLANKET PO SOURCEWELL CONTRACT	5,390.41
Check	02/28/2022	199366 Accounts Payable	NOCO	15,512.17
	Invoice	Date	Description	Amount
	SP12268242+	01/31/2022	FUEL-BLANKET PO RFB#2201 RES#21-331	15,512.17
Check	02/28/2022	199367 Accounts Payable	NU-WAY ELMIRA	153.41
	Invoice	Date	Description	Amount
	1174OB9893+	01/27/2022	PARTS/EQUIPMENT	153.41
Check	02/28/2022	199368 Accounts Payable	NYCOM	6,762.00
	Invoice	Date	Description	Amount
	12/10/21	02/15/2022	1/1/22 - 12/31/22 DUES	6,762.00
Check	02/28/2022	199369 Accounts Payable	NYSEG	887.28

	Invoice	Date	Description	Amount
	2-14-22	02/15/2022	ACCT#1004-8275-324	887.28
Check	02/28/2022	199370	Accounts Payable NYSEG	139.24
	Invoice	Date	Description	Amount
	2/2/22	02/15/2022	ACCT#1005-1984-374	139.24
Check	02/28/2022	199371	Accounts Payable NYSEG	165.74
	Invoice	Date	Description	Amount
	2/9/22	02/15/2022	ACCT#1005-0397-206	165.74
Check	02/28/2022	199372	Accounts Payable NYSID	3,930.35
	Invoice	Date	Description	Amount
	947547	02/03/2022	CLEANING SERVICES IN BUILDINGS	3,930.35
Check	02/28/2022	199373	Accounts Payable OFFICE OF THE STATE COMPTROLLER	170.00
	Invoice	Date	Description	Amount
	22ADV-SQUIRES-11	02/15/2022	ACCTG PRINCIPLES - 6/15 - 6/16/22	85.00
	22BAS-SPEED-1163	02/15/2022	INTRO TO GOVT ACCTG - 9/28 - 9/30/22	85.00
Check	02/28/2022	199374	Accounts Payable PARMENTER MOTORS, INC.	1,055.04
	Invoice	Date	Description	Amount
	136647+	01/26/2022	OUTSIDE REPAIRS	325.65
	3006807	02/14/2022	TIRES RFB#2055 RES#21-203	729.39
Check	02/28/2022	199375	Accounts Payable Passport Labs, Inc	235.50
	Invoice	Date	Description	Amount
	INV-1027743	02/15/2022	TICKET PROCESSING FEE	235.50
Check	02/28/2022	199376	Accounts Payable PAWS OF NY	2,046.00
	Invoice	Date	Description	Amount
	STATEMENT-FEB	02/15/2022	ACCT#126	2,046.00
Check	02/28/2022	199377	Accounts Payable PEOPLEREADY INC	6,705.85
	Invoice	Date	Description	Amount
	27188006	02/08/2022	TEMP SERVICES	3,157.21
	27201822	02/15/2022	TEMP SERVICES	3,548.64
Check	02/28/2022	199378	Accounts Payable PERRY & CARROLL, INC.	121,649.00
	Invoice	Date	Description	Amount
	423016	02/15/2022	POLICY#H-630-OT392169-TIL-22	18,862.00
	423015	02/15/2022	POLICY#ZUP-16P22632-22-PA	26,000.00
	424484	02/15/2022	POLICY#ZLP-41N45937-22-PA	31,213.00
	422832	02/15/2022	POLICY#H-630-OT392169-TIL-22	45,574.00
Check	02/28/2022	199379	Accounts Payable PETNY	2,822.00
	Invoice	Date	Description	Amount
	2/15/22	02/15/2022	WORKERS COMP LIABILITY	2,822.00
Check	02/28/2022	199380	Accounts Payable POINT SPRING & DRIVESHAFT CO.	1,652.01
	Invoice	Date	Description	Amount
	T139212+	01/27/2022	HEAVY DUTY PARTS RFB#2077R	1,652.01
Check	02/28/2022	199381	Accounts Payable POSTLER & JAECKLE	307.50
	Invoice	Date	Description	Amount
	2257687	02/08/2022	BOILER REPAIR	307.50
Check	02/28/2022	199382	Accounts Payable PRAXAIR DISTRIBUTION, INC.	739.26
	Invoice	Date	Description	Amount
	68768969+	02/04/2022	BLANKET FOR WELDING, CUTTING & GAS SUPPLIES	111.81
	68868728	02/12/2022	BLANKET FOR WELDING, CUTTING & GAS SUPPLIES	71.94
	68567108	01/28/2022	WELDING SUPPLIES	127.60
	66301891+	09/30/2021	WELDING SUPPLIES	427.91
Check	02/28/2022	199383	Accounts Payable REGIONAL INTERNATIONAL	90.01
	Invoice	Date	Description	Amount
	011183732P	01/20/2022	PARTS FOR REPAIR #327	90.01

Check	02/28/2022	199384	Accounts Payable	ROBERT TROPEANO	32.55
	Invoice		Date	Description	Amount
				MILEAGE REIMB	02/15/2022
				TRAVEL 2/4/22	32.55
Check	02/28/2022	199385	Accounts Payable	SAFETY KLEEN	288.47
	Invoice		Date	Description	Amount
		2106843661	02/10/2022	PARTS WASHER SERVICE	288.47
Check	02/28/2022	199386	Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	51.57
	Invoice		Date	Description	Amount
		78147,78250	02/03/2022	BLANKET FOR PARTS, SUPPLIES, HARDWARE	40.59
		78312	02/14/2022	BLANKET FOR PARTS, SUPPLIES, HARDWARE	10.98
Check	02/28/2022	199387	Accounts Payable	STAR GAZETTE	127.02
	Invoice		Date	Description	Amount
		0005116994	02/15/2022	OPERATING BUDGET	70.81
		2/7/2022	02/15/2022	AD#0005116303	56.21
Check	02/28/2022	199388	Accounts Payable	TIME WARNER CABLE	354.24
	Invoice		Date	Description	Amount
		812858601020222	02/02/2022	202-812858601-001	354.24
Check	02/28/2022	199389	Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	169.07
	Invoice		Date	Description	Amount
		81682	02/12/2022	MESSAGING SERVICES	169.07
Check	02/28/2022	199390	Accounts Payable	TRACEY ROAD EQUIPMENT INC.	191.59
	Invoice		Date	Description	Amount
		X102040606:01+	02/01/2022	TRUCK PARTS	191.59
Check	02/28/2022	199391	Accounts Payable	TREU OFFICE SUPPLY CORP.	200.10
	Invoice		Date	Description	Amount
		1/3/22	01/31/2022	CIT5801	200.10
Check	02/28/2022	199392	Accounts Payable	TWIN TIER PAINT WALLCOVERING	71.33
	Invoice		Date	Description	Amount
		53485	02/01/2022	BLANKET FOR PAINTING MATERIAL & SUPPLIES	71.33
Check	02/28/2022	199393	Accounts Payable	TWO BROTHERS PRINTING	100.33
	Invoice		Date	Description	Amount
		1/21/22	02/15/2022	REIMBURSEMENT - PROPOSAL DEPOSIT	100.33
Check	02/28/2022	199394	Accounts Payable	UniFirst Corporation	265.20
	Invoice		Date	Description	Amount
		051-33559877+	02/10/2022	FLOOR MATS FOR BUILDINGS	145.00
		051 3353521+	02/03/2022	LAUNDRY SERVICE	120.20
Check	02/28/2022	199395	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	3,728.22
	Invoice		Date	Description	Amount
		1/27/22	02/15/2022	ACCT#251-754-321-0001-58	17.23
		607-737-5600-FEB	02/15/2022	ACCT#651-754-337-0001-23	68.92
		607-737-5601-JAN	02/15/2022	ACCT#251-754-338-0001-91	3,642.07
Check	02/28/2022	199396	Accounts Payable	WEST INFORMATION PUBLISHING GROUP	731.38
	Invoice		Date	Description	Amount
		845877819	02/15/2022	LIBRARY PLAN CHARGES	404.62
		845762003	02/15/2022	WESTLAW CHARGES 2/1/22 - 2/28/22	326.76
Check	02/28/2022	199397	Accounts Payable	WILLIAM PENN LIFE INSURANCE	400.76
	Invoice		Date	Description	Amount
		2/7/22	02/15/2022	POLICY#0000660506	400.76
Check	02/28/2022	199398	Accounts Payable	XEROX CORPORATION	1,133.88
	Invoice		Date	Description	Amount

	015480302	02/02/2022	CUST#718422447	5.16
	015375430	02/01/2022	CUST#719281396	20.32
	015375429	02/01/2022	CUST#719281172	40.40
	015375416	02/01/2022	CUST#718133200	94.59
	504060460	02/03/2022	CUST#954822383	114.68
	504058671	02/03/2022	CUST#952918852	27.16
	015375436	02/01/2022	CUST#721817914	102.69
	015375419	02/01/2022	CUST# 718282973	87.67
	015375418	02/01/2022	CUST#718272685	26.18
	504060703	02/03/2022	CUST#955001912	110.18
	015375417	02/01/2022	CUST#718270358	16.68
	504060701	02/03/2022	CUST#955000963	97.63
	504060698	02/03/2022	CUST#954996211	33.68
	504060702	02/15/2022	CUST#955001094	114.68
	504061179	02/15/2022	CUST#955203344	37.46
	015375408	02/15/2022	CUST#708184676	40.58
	015375409	02/15/2022	CUST#708184692	48.10
	015375410	02/15/2022	CUST#708184726	116.04
Check	02/28/2022	199399 Accounts Payable	NJ E-Z PASS	33.00
	Invoice	Date	Description	Amount
	T202278534245	02/15/2022	LICENSE (NY) GPE5195	33.00
Check	02/28/2022	199400 Accounts Payable	STCRPDB	100.00
	Invoice	Date	Description	Amount
	3/31/22	02/15/2022	REGIONAL LEADERSHIP CONFERENCE	100.00
Check	02/28/2022	199401 Accounts Payable	WILLIAM OLIVER	21.36
	Invoice	Date	Description	Amount
	2/8/22	02/15/2022	REIMBURSEMENT - 2 VOIDED PARKING TICKETS	21.36
GENERAL FUND GENERAL FUND Totals:			Transactions: 74	\$332,713.55
Checks:	74	\$332,713.55		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING

Batch Date: 02/28/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	02/28/2022	104531	Accounts Payable	INTEGRATED SYSTEMS		16,655.80
	Invoice		Date	Description		Amount
	19300		02/18/2022	Relocation of Radio Equipment Mark Twain to Hazlett		16,655.80
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 1		\$16,655.80
Checks:		1		\$16,655.80		

HAND CHECKS DETAILS
CAPITAL HAND CHECKS DETAIL

\$5,416.07
\$0.00

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 02/15/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	02/15/2022	199327 Accounts Payable	CHASE CARD SERVICES		4,934.07
	Invoice	Date	Description		Amount
	1/7-2/6 STMT	02/15/2022	ACCT 4246315238977290		4,934.07
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$4,934.07
Checks:		1	\$4,934.07		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 02/09/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	02/09/2022	199324 Accounts Payable	BRIANA BORDEN		116.00
	Invoice	Date	Description		Amount
	2/11&2/12 TRAIN	02/09/2022	MEALS PER DIEM		84.00
	2/11&2/12 TRAIN.	02/09/2022	Meals Per Diem		32.00
Check	02/09/2022	199325 Accounts Payable	STEPHANIE SCHREIBER		116.00
	Invoice	Date	Description		Amount
	2/11&2/12 TRAIN	02/09/2022	MEALS PER DIEM		84.00
	2/11&2/12 TRAIN.	02/09/2022	Meals Per Diem		32.00
Check	02/09/2022	199326 Accounts Payable	WESTERN NEW YORK LAW ENFORCEMENT HELPLINE INC		250.00
	Invoice	Date	Description		Amount
	TD 08-2022	02/09/2022	2 OFFICERS @ 125 EACH		250.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 3		\$482.00
Checks:	3		\$482.00		

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2022-88

Sponsor: Nan Moss

ATTACHMENTS

[Adjournment Feb 28.docx](#)

February 28, 2022

RESOLUTION

NO. 2022 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, March 14, 2022, 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	