

APPROVAL OF MINUTES

2021-337

Tory Kitching

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, November 22, 2021.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

PUBLIC HEARING for the purposes of receiving comments from the public regarding proposed "Local Law No. 2 of 2021 to Override the Tax Levy Limit Established by General Municipal Law Section 3-c".

RESOLUTIONS

2021-338

Mayor Mandell

Receive communication from the City Manager and act on resolution accepting the grant award from the City's Community Development Fund for \$3,000.00 to be used for the Vietnam Veteran's Museum parking lot replacement, expressing Council's appreciation to the Chemung County Legislature for this grant award and authorizing the Mayor to sign the Acknowledgement of Terms and Conditions of the grant, a copy of which is attached hereto.

2021-339

Mayor Mandell

Receive communication from Corporation Counsel and act on resolution designating the City as Lead Agency that Local Law No. 2 of 2021 will not have an adverse impact on the environment and authorizing the City Manager or his designee to file a negative determination in accordance with SEQR 6NYCRR, Part 617.12.

LOCAL LAW

2021-340

Mayor Mandell

Act on resolution adopting Local Law No. 2 of 2021 of the City of Elmira, New York, to Override the Tax Levy Limit

Established in General Municipal Law Section 3-c.

AGREEMENTS

- 2021-341
Mayor Mandell
- Act on resolution authorizing and directing the Mayor to execute a contract with Erway Ambulance Service, Inc. for the term commencing January 1, 2022 through December 31, 2022 whereby Erway will submit to bills on behalf of the City of Elmira to third parties in consideration of \$1.00 paid by the City of Elmira for certain emergency medical services rendered by the City of Elmira and expressing its sincere thanks and appreciation to Erway for its thoughtful assistance.**
- 2021-342
Tory Kitching
- Act on resolution releasing the reverter to the City of Elmira contained in the quitclaim deed dated October 1, 1993 transferring real property located at 547-5471/2 South Main Street from the City to Clyde H. Hill and Beverly M. Hill, as more particularly described in said deed attached hereto and made a part hereof as Schedule A to the Release of Reverter, and authorizing the Mayor to executed any and all documents necessary to release such reverter clause and the City surrendering and making no claim to such right of reverter.**
- 2021-343
Joseph Duffy
- Act on resolution authorizing the Mayor to execute any and all documents to effectuate an agreement for various educational and municipal corporations located within New York State to participate in the Board of Cooperative Education Services (BOCES) to bid jointly for generally needed services and standardized supply and equipment items; said agreement subject to Corporation Counsel approval.**
- 2021-344
Brent Stermer
- Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement retaining Marc Immerman, MD to provide medical consultant services to the Elmira City Fire Department and its Emergency Medical Services Program from January 1, 2022 through December 31, 2022 at an annual cost of \$4,000; said agreement subject to Corporation Counsel approval.**
- 2021-345
- Receive communication from the City Manager and act on**

Mayor Mandell **resolution authorizing the Mayor to execute an agreement retaining Marc Immerman, MD as a Medical Services Director for the Elmira City Police Department's SWAT Team from January 1, 2022 through December 31, 2022 at an annual cost of \$1,500; said agreement subject to Corporation Counsel approval.**

2021-346
Mayor Mandell **Receive communication from the City Manager and act on resolution approving the agreement between Chemung County and the City effective from January 1, 2022 through December 31, 2022 whereby the City shall provide to the County services consisting of the operation of the Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed \$216,723.00, authorizing the Mayor to execute said agreement; said agreement subject to Corporation Counsel approval.**

2021-347
Joseph Duffy **Receive communication from the City Manager and act on resolution authorizing and approving the extension of the City's contract, subject to the same terms and conditions contained in the Agreement between the City and the Star-Gazette dated February 12, 2021 for the publication of acts of the Council as are required to be published for the year 2022.**

2021-348
Brent Stermer **Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an Agreement with Dewittsburgh Housing Development Fund Corporation by which the City shall provide additional police services to Dewittsburgh commencing January 1, 2022 through December 31, 2022 in consideration for payment to the City of \$154,500.00; said Agreement subject to Corporation Counsel approval.**

AUDITS

2021-349 **Act on Lead Hazard Reduction Grant Program Audit.**

Mayor Mandell

2021-350 **Act on Anti-Displacement Learning Network Grant Program Audit.**

Mayor Mandell

2021-351 **Act on Community Development Block Grant Program**

Mayor Mandell

Audit.

2021-352

American Rescue Plan Business Program

Mayor Mandell

2021-353

American Rescue Plan - Non Profit Program

Mayor Mandell

2021-354

American Rescue Plan - Property Rehab

Mayor Mandell

2021-355

American Rescue Plan - Chamber of Commerce

Mayor Mandell

2021-356

Act on Audit

Mayor Mandell

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

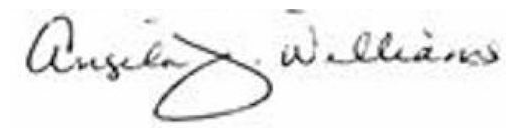
ADJOURN

2021-357

Act on resolution to adjourn.

Brent Stermer

Respectfully Submitted,

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

Angela J. Williams
City Clerk

Elmira City Council



Agenda Summary: Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, November 22, 2021.

Resolution Number: 2021-337

Sponsor: Tory Kitching

ATTACHMENTS

[Beginning December 6.docx](#)

December 6, 2021

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 6th day of December, 2021.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2021- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held November 22, 2021, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

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

Elmira City Council

Agenda Summary:

PUBLIC HEARING for the purposes of receiving comments from the public regarding proposed "Local Law No. 2 of 2021 to Override the Tax Levy Limit Established by General Municipal Law Section 3-c".

Resolution Number:

Sponsor:

ATTACHMENTS

[resolution PH LL#2 of 2021 tax cap GML Section 3-c 12.6.2021.doc](#)

December 6, 2021

PUBLIC HEARING

PUBLIC HEARING held this 6th day of December, 2021 for the purpose of receiving comments from the public regarding proposed “Local Law No. 2 of 2021 to Override the Tax Levy Limit Established by General Municipal Law Section 3-c”.

APPEARANCES: OPEN:

In Favor Of:

Opposed:

Closed:

Elmira City Council

Agenda Summary:	Receive communication from the City Manager and act on resolution accepting the grant award from the City's Community Development Fund for \$3,000.00 to be used for the Vietnam Veteran's Museum parking lot replacement, expressing Council's appreciation to the Chemung County Legislature for this grant award and authorizing the Mayor to sign the Acknowledgement of Terms and Conditions of the grant, a copy of which is attached hereto.
Resolution Number:	2021-338
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution accepting grant vietnam veteran's museum parking lot replacement 12.6.2021.doc](#)
[acknowledgement of terms and conditions vietnam veteran's museum parking lot 12.6.2021.pdf](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The County has informed the City that the City's Community Development Funding Grant Application has been approved. The funds are being awarded to be used for a Vietnam Veteran's Museum parking lot replacement.

The following resolution accepts the grant and authorizes the Mayor to execute the Acknowledgement of Terms and Conditions.

Respectfully yours,

P. Michael Collins
City Manager

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding Chemung County's award of \$3,000.00 from the City's Community Development Fund grant application 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 grant award for \$3,000.00 to be used for the Vietnam Veteran's Museum parking lot replacement; and be it further

RESOLVED, that City Council expresses its appreciation to the County of Chemung and the County Legislature for this grant; and be it further

RESOLVED, that the Mayor be and hereby is authorized to sign the Acknowledgement of Terms and Conditions of the grant, a copy of which is attached.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Community Development Fund Grant
Acknowledgement of Terms and Conditions

Grantor: Chemung County
 Sponsor: John Burin
 Grantee: City of Elmira
 Grant Amount: \$3,000
 Project: Vietnam Veteran's Museum parking lot replacement
 Authorizing Resolution: 21-566
 Date: November 9, 2021

I. GENERAL PROVISIONS

This award is subject to and in consideration of the Grantee's compliance with the terms and conditions incorporated either directly or by reference in the following:

- a) Grant award is contingent upon the availability of funds.
- b) Expenditures will be disbursed upon the County's receipt of this Acknowledgement of Terms, signed by an official with the authority to bind your organization to the terms and conditions outlined herein.
- c) Signed Acknowledgement of Terms, must be submitted to the County no later than ninety (90) days from the date this notice listed herein.
- d) Grantee must use the funds the purpose within one year of issuance ("grant period").
- e) Grantee must comply with all special provisions outlined below, and all applicable laws.

The grant to your organization from Chemung County to utilize Community Development Funds is for the explicit purpose(s) described in the grant proposal as revised and is subject to your acceptance of the terms described herein.

To acknowledge this agreement, to accept the grant and receive the funds, return the signed **original** copy of this Acknowledgement of Terms. Keep a copy for your files. Please refer to the resolution number in all communications concerning this grant.

II. SPECIAL PROVISIONS

All grants are made in accordance with current and applicable laws, regulations, and policies. Please read the following carefully:

1. **Public Announcements:** Announcements of the grant award may be made by the Grantee unless otherwise indicated. Grantees are expected to review the text of any announcements and plans for publicity with the County sponsor listed above at least one week prior to any announcement. All subsequent public announcements, news features, publications or information concerning the grant program will indicate the Commission's participation in program funding. Please send a copy of any published accounts mentioning the project or the grant to the Sponsor's office.

Grantee agrees to allow the County and Sponsor to use information provided in the proposal for press release and other forms of public dissemination.

2. Expenditures of Grant Funds

- a) This grant is for purposes stated in the approved grant application. The funds provided hereunder may be spent only in accordance with the provisions of your funding request and budget as approved. The use of the funds (project) is subject to modification only with the County's prior approval. Funds will be disbursed to the Grantee upon receipt of this acknowledgment.
- b) The Grantee organization is responsible for the expenditure of funds in accordance with the approved purpose, and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- c) If the purpose of the grant or the use of the grant funds is changed, or if such purpose becomes impossible, unnecessary or undesirable in the judgement of the Grantee or the County, or the Grantee should go out of existence, the grant or any part thereof may be recovered by the County.
- d) Grantee hereby provides the County the right to demand and inspect ("audit") Grantee's records to ensure compliance with this Acknowledgement and its use of the grant funds, and no reasonable request should be refused.

3. Notification of Change in Circumstances: The Grantee will notify the County within one week if any of the following occurs:

- a) A change in the IRS classification of the applicant organization;
- b) Funds received from another donor would modify the anticipated use of Grant funds.
- c) A change in the organization or its leadership, or a decision by same that would negatively affect its capacity or intention to carry out the intended goals of the granted community development project.

4. Reversion of Grant Funding: Grantee will return to the County any unexpended grant funds within one year of issuance ("grant time period"). Funds also will be promptly returned if:

- (a) The County determines that the Grantee has not performed in accordance with the Acknowledgement of Terms or satisfied the specific conditions of the approved program and its supporting budget.
- (b) Grantee loses its status as a New York Municipal Corporation or Special District before the project is completed.

5. Lawful Workplace Policies: Grantee shall have and enforce a policy of nondiscrimination in employment for its employees, a policy of nondiscrimination concerning the use of funds which it distributes, a policy against sexual harassment, and shall comply with all required labor, wage and hour laws. A copy of such policy or policies should be furnished to the County upon request.

6. Copyrights, Trademarks and Patents: A copyright, trademark or patent, on any reports, materials, books, publications, art work, story books or articles resulting from this grant, may

only be obtained by the Grantee organization, author or third party upon the express written permission of the County.

During the grant period or any time thereafter, if the Grantee organization, author or third party is granted permission by the County to obtain a copyright, trademark or patent on any materials or ideas, which are the result of the grant project, the County reserves the royalty-free license to use such publications at any time.

7. **Final Report:** Upon completion of the project, a final report shall be submitted to the County, demonstrating the performance and activities of the applicant over the grant period.
8. **Limit of Commitment:** Unless otherwise stipulated in writing, this grant is made with the understanding that the County has no obligation to provide other or additional support to the grantee.
9. **Indemnification:** Grantee agrees to indemnify the County of Chemung, its members, employees, agents and representatives from any compliant, claim or cause of action arising or resulting from this grant, including reasonable attorney fees.
10. **Audit:** Grantee acknowledges that failure to comply with the audit requirement of the County may result in termination, suspension, retention by or reimbursement to the County of any grant dollars received, and may jeopardize the award of any future grant funds from the County.

For the Grantee:

CITY OF ELMIRA, NY

By: _____

December , 2021

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

Date

Signature

Date

Elmira City Council

Agenda Summary: Receive communication from Corporation Counsel and act on resolution designating the City as Lead Agency that Local Law No. 2 of 2021 will not have an adverse impact on the environment and authorizing the City Manager or his designee to file a negative determination in accordance with SEQR 6NYCRR, Part 617.12.

Resolution Number: 2021-339

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution LL#2 of 2021 - tax cap GML Section 3-c - SEQR 12.6.2021.doc](#)
[SEQR form - LL#2 of 2021 - tax cap GML Section 3-c 12.6.2021.pdf](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of adoption of "Local Law No. 2 of 2021 to Override the Tax Levy Limit Established in General Municipal Law Section 3-c", it is necessary for the Council to consider the environmental impact of the proposed law. The following resolution designates the City as the lead agency; determines that the law will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to “Local Law No. 2 of 2021 to Override the Tax Levy Limit Established in General Municipal Law Section 3-c”, be received and placed on file; and be it further

RESOLVED, that pursuant to the State Environmental Quality Review Act, 6NYCRR, Part 617.6, the City Council of the City of Elmira designates itself as the lead agency; and be it further

RESOLVED, that the City Council finds, based on the facts and information presented, that Local Law No. 2 of 2021 will not have an adverse impact on the environment; and be it further

RESOLVED, that the City Manager or his designee shall file a negative determination and that such determination shall be filed in accordance with SEQR 6NYCRR, Part 617.12.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:			State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO	YES
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO	YES
3.a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
16. Is the project site located in the 100 year flood plain?	NO	YES	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES _____ _____	NO	YES	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Elmira City Council

Agenda Summary: Act on resolution adopting Local Law No. 2 of 2021 of the City of Elmira, New York, to Override the Tax Levy Limit Established in General Municipal Law Section 3-c.

Resolution Number: 2021-340

Sponsor: Mayor Mandell

ATTACHMENTS

[local law #2 of 2021 - property tax cap GML 3-c - adopting 12.6.2021.doc](#)

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, a proposed Local Law entitled "**A LOCAL LAW of the City of Elmira, New York, to Override the Tax Levy Limit Established in General Municipal Law Section 3-c**", was duly presented by Council as a Whole for a first reading at a Regular Meeting of this Council held on November 22, 2021, 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 December 6, 2021, 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. 2 OF 2021 of the City of Elmira, New York, to Override the Tax Levy Limit Established in General Municipal Law Section 3-c**" and reading as follows, be and hereby is adopted and enacted, to-wit:

LOCAL LAW NO. 2 OF 2021

**A LOCAL LAW OF THE CITY OF ELMIRA, NEW YORK
TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

Section 1. Legislative Intent.

It is the intent of this local law to allow the City of Elmira to adopt a budget for the fiscal year commencing January 1, 2022 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law section 3-c.

Section 2. Authority.

This local law is adopted pursuant to subdivision 5 of General Municipal Law section 3-c, which expressly authorizes a local government's governing body to override

the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3. Tax Levy Limit Override.

The City Council of the City of Elmira, New York, County of Chemung is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2022 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law section 3-c.

Section 4. Severability.

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, 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 5. Effective Date. This local law shall take effect immediately upon filing with the 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:

Act on resolution authorizing and directing the Mayor to execute a contract with Erway Ambulance Service, Inc. for the term commencing January 1, 2022 through December 31, 2022 whereby Erway will submit to bills on behalf of the City of Elmira to third parties in consideration of \$1.00 paid by the City of Elmira for certain emergency medical services rendered by the City of Elmira and expressing its sincere thanks and appreciation to Erway for its thoughtful assistance.

Resolution Number:

2021-341

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution erway ambulance 2022 agmt 12.6.2021.doc](#)

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, New York State General Municipal Law §122-b authorizes cities to establish a schedule of fees to be paid when cities render certain emergency medical services; and

WHEREAS, numerous cities throughout New York State have previously established fees for such services and the City of Elmira has just recently established such fees; and

WHEREAS, Erway Ambulance Service, Inc. (Erway) has generously offered to assist the City of Elmira in collecting fees authorized by New York State General Municipal Law §122-b;

NOW, THEREFORE, be it

RESOLVED, that the Mayor, on behalf of the City of Elmira, is authorized and directed to execute a contract with Erway Ambulance Service, Inc. (Erway) of 2030 College Avenue, Elmira, NY, for the term commencing January 1, 2022 and expiring December 31, 2022, whereby Erway, in consideration of One Dollar (\$1.00) paid by the City of Elmira, will submit to third parties bills on behalf of the City of Elmira for certain emergency medical services rendered by the City of Elmira; and be it further

RESOLVED, that the City of Elmira expresses its sincere thanks and appreciation to Erway for its thoughtful assistance.

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 releasing the reverter to the City of Elmira contained in the quitclaim deed dated October 1, 1993 transferring real property located at 547-547 1/2 South Main Street from the City to Clyde H. Hill and Beverly M. Hill, as more particularly described in said deed attached hereto and made a part hereof as Schedule A to the Release of Reverter, and authorizing the Mayor to execute any and all documents necessary to release such reverter clause and the City surrendering and making no claim to such right of reverter.

Resolution Number:

2021-342

Sponsor:

Tory Kitching

ATTACHMENTS

[resolution 547 south main st hill release of reverter 12.6.2021.doc](#)

[release of reverter - city to Hill - 547 south main street 12.6.2021.pdf](#)

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

WHEREAS, on October 1, 1993, the City of Elmira transferred the real property at 547-547½ South Main Street, Elmira, New York, by quitclaim deed containing a reverter clause, whereby the property would revert to the City if the property be used for a purpose other than a single family home without first obtaining City Council approval; and

WHEREAS, the prior owners of the real property have requested that the City of Elmira for title purposes to release the reverter clause,

NOW, THEREFORE, be it

RESOLVED, that the City Council of the City of Elmira does hereby release the reverter to the City of Elmira contained in the deed dated October 1, 1993, from the City of Elmira to Clyde H. Hill and Beverly M. Hill, which deed was recorded in the Chemung County Clerk=s Office on October 6, 1993; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute any and all documents necessary to release such reverter clause and the City surrenders and makes no claim to such right of reverter.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

RELEASE OF REVERTER

THIS INSTRUMENT is made this _____ day of _____, 2021 by and between

CITY OF ELMIRA, a municipal corporation duly chartered under the laws of the State of New York, with its principal office at 317 East Church Street in the City of Elmira, Chemung County, New York, hereinafter called the "Grantor",

and

CLYDE H. HILL and BEVERLY M. HILL, of Elmira, NY, hereinafter called the "Grantees".

WITNESSETH that for and in consideration of One Dollar (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, the Grantor for itself and for its individual or corporate successor or successors and assigns hereby releases and surrenders all rights of reverter contained in a Deed between the City of Elmira and Clyde H. Hill and Beverly M. Hill dated October 1, 1993 and recorded in the Chemung County Clerk's office in Fiche 296 at page 47D on October 6, 1993 and the Grantor does further quit claim any and all right, title and interest in the parcel described in said October 1, 1993 Deed, attached hereto as Schedule A, which right, title and interest arose or may have arisen as a result of any breach of the terms and conditions contained in the aforementioned deed by the Grantees, their predecessors, successors and assigns.

IN WITNESS WHEREOF, the City of Elmira has caused this instrument to be executed by its duly authorized officer and its corporate seal is affixed hereto this _____ day of _____, 2021.

CITY OF ELMIRA

By: _____

Daniel J. Mandell, Jr.

Mayor

Resolution No.: 2021-_____

STATE OF NEW YORK)
) SS:
 COUNTY OF CHEMUNG)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared ***DANIEL J. MANDELL, JR.***, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

QUIT-CLAIM DEED

SCHEDULE A

This Indenture

Act 296 1111 47d
In the year One thousand

Made the 1st day of October
nine hundred and ninety-three.

Between City of Elmira, a municipal corporation of the State of New York, party of the first part, and
CLYDE H. HILL, III and BEVERLY M. HILL, 547 South Main Street,
Elmira, New York party of the second part

Witnesseth, That the said party of the first part, in consideration of the sum of
(\$ 8,431.71) EIGHT THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS and 93/100
to it in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has bargained, sold, remised and (Quit-Claimed) and by these Presents
does bargain, sell, remise and Quit-Claim unto the said parties of the second part, and to
their heirs and assigns forever,

All that Tract, Piece or Parcel of Land, situate in the City of
Elmira County of Chemung and State of New York,
KNOWN and distinguished as Lot No. Fourteen as designated on a map or plot
of lots made for Jerry Liddy by W. Garnham, said map being of record in the
Chemung County Clerk's Office.

Said premises being commonly known and designated as 547-547 1/2 South Main
Street, Elmira, New York.

SUBJECT to the following conditions, covenants and restrictions, to which the
second party does hereby agree and which shall run with the land and be binding
upon such party and his successors or assigns, as follows:

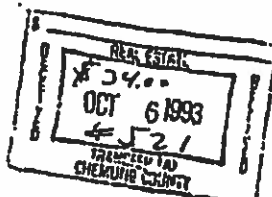
1. The party of the second part will begin to correct all existing code
violations within six months of the date hereof, and all such violations shall be
corrected within one (1) year of the date hereof.

2. The party of the second part shall comply with all applicable building
and housing codes within one (1) year of the date hereof.

3. The second party agrees that if the property being purchased by the
purchaser is presently a single family residence, the purchaser shall not convert
the premises into two or more apartment or dwelling units, notwithstanding that
multiple units are or may be permitted under the applicable Zoning Ordinance,
without prior written approval of the City Council.

The restrictions and conditions set forth in paragraphs "1" and "2"
hereinabove shall be binding upon the party of the second part, his heirs, legal
representatives and assigns, for a period of three (3) years from the date hereof
and the restriction set forth in paragraph "3" hereinabove shall run with the land,
without limitation of time, and in the event of any violation or breach of the
conditions, covenants and restrictions set forth in paragraphs "1", "2" or "3"
hereinabove, title of the said premises, shall, at the sole option of the party of
the first part, without entry or suit, immediately revert to the party of the first
part herein, its successors and assigns, and the conveyance hereunder shall be null
and void, and the party of the first part, its successors and assigns, shall be
entitled to immediate possession of said premises and the improvements thereon; and
no act or omission upon the part of the party of the first part herein, its
successors or assigns, shall be deemed a waiver of the operation or enforcement of
such condition.

RETURN TO: CLYDE HILL III and BEVERLY HILL, 547-547 1/2 South Main Street, Elmira, NY 14904



CLERK'S OFFICE
OCT 6 9 54 PM '93

RECORDS OFFICE
ELMIRA, N.Y.

OCT 06 1993

Diane Danna

The lands herein described being Parcel No. 93-273 on the Lis Pendens filed in an action brought by City of Elmira on January 6, 1993 to foreclose certain tax liens under Title 8 of Article 11 of the Real Property Tax Law; said lands being part of the premises conveyed to the City of Elmira by deed of the City Chamberlain dated Aug. 24, 1993 which deed was executed in accordance with the final judgment of the County Court in said action dated August 20, 1993 and said deed being recorded in the Chemung County Clerk's Office in XXXX Fiche of Deeds at page 33D, on August 26, 1993.

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This conveyance is made pursuant to a resolution of the Common Council of the City of Elmira, New York, adopted the 7th day of Sept. 1893, Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part either in law or equity, of, in, or to the above bargained premises, with the said hereditaments and appurtenances, ~~Un Here and to Hold~~ the said described lands and premises to the said parties of the second part, their heirs and assigns, to the sole and only proper benefit and behoof of the said parties of the second part, their heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of:

City of Elmira

By James E. Hare (I.B.)
MAYOR CITY OF ELMIRA

296 PAGE 40

STATE OF NEW YORK }
COUNTY OF CHEMUNG }

On this 1st day of October in the year one thousand nine hundred and ninety-three, before me personally came James E. Hare to me personally known, who being by me duly sworn did depose and say that he resides in the City of Elmira

Elmira Chemung County, New York, that he is the City Chamberlain of the City of Elmira, New York the corporation described in and which executed the within Instrument; that he knows the seal of the said City of Elmira; that the seal affixed to said Instrument is the seal of the City of Elmira; that it was so affixed by resolution of the Council of the City of Elmira; and that he signed his name thereto by like order.

Barbara A. Allen
Notary Public

Notary Public for the State of New York
Chemung County, N.Y.
Commission Expires 12/31/95

Read
Quit-Claim
547-297 1/2 South Main Street
Elmira, NY 14904
CITY OF ELMIRA, NEW YORK
TO
Clyde Hill III and
Beverly Hill
Date October 1, 1993
State of New York
Chemung County, ss.
Recorded on the _____ day of _____, 19____, at _____ o'clock _____ of Deeds, at page _____ and examined.
Clark

Agenda Summary:	Act on resolution authorizing the Mayor to execute any and all documents to effectuate an agreement for various educational and municipal corporations located within New York State to participate in the Board of Cooperative Education Services (BOCES) to bid jointly for generally needed services and standardized supply and equipment items; said agreement subject to Corporation Counsel approval.
Resolution Number:	2021-343
Sponsor:	Joseph Duffy

ATTACHMENTS

[resolution network copiers chamberlain & city manager BOCES piggyback 12.6.2021.doc](#)

School Year 2021-2022

December 6, 2021

RESOLUTION (A)
NO. 2021 - _____

By Councilmember _____:

JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the City of Elmira, an municipal corporation (hereinafter the “Participant”) is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the “Program”) in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES’ standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, tabulating bids, awarding the bids, and reporting the results to the Participant;

NOW THEREFORE, BE IT

RESOLVED, that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and be it further

RESOLVED, that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and be it further

RESOLVED, that a Participant meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and be it further

RESOLVED, that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.; and be it further

RESOLVED, that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.; and be it further

RESOLVED, that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby authorize the Mayor to execute any and all documents to effectuate this 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	

CITY OF ELMIRA, NY

By: _____
Daniel J. Mandell, Jr./Mayor

Charmain Cattan/Contact Person
City Chamberlain
ccattan@cityofelmira.net

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement retaining Marc Immerman, MD to provide medical consultant services to the Elmira City Fire Department and its Emergency Medical Services Program from January 1, 2022 through December 31, 2022 at an annual cost of \$4,000; said agreement subject to Corporation Counsel approval.

Resolution Number: 2021-344

Sponsor: Brent Stermer

ATTACHMENTS

[resolution EFD emergency medical services advisor 2022 agmt dr immerman 12.6.2021.doc](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City of Elmira Fire Department provides emergency medical services to residents of the city. Since 2002, the City has retained the services of an emergency medical services director to assist the department in evaluating and developing EMS programs, providing quality control, and the training and education of Fire Department personnel. The Fire Chief has recommended that the City continue to retain the services of Mark Immerman, M.D. of 23 Halderman Hollow Road, Elmira, NY 14903. Dr. Immerman is certified by the American Board of Emergency Medicine and currently is the AED Medical Director for all fire department based programs in Chemung County. The contractual fee to be paid to Dr. Immerman for his services from January 1, 2022 to December 31, 2022 will be \$4,000. The following resolution authorizes the Mayor to execute a professional services contract with Dr. Immerman.

Respectfully yours,

P. Michael Collins
City Manager

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the retention of Mark Immerman, M.D. to provide medical consultation services to the Elmira Fire Department and its Emergency Medical Services Program, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a Professional Services Contract between the City and Mark Immerman, M.D., which contract shall provide for consultation services from January 1, 2022 to December 31, 2022 for a fee of \$4,000; said contract to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary: Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement retaining Marc Immerman, MD as a Medical Services Director for the Elmira City Police Department's SWAT Team from January 1, 2022 through December 31, 2022 at an annual cost of \$1,500; said agreement subject to Corporation Counsel approval.

Resolution Number: 2021-345

Sponsor: Mayor Mandell

ATTACHMENTS

[Immerman-EPD SWAT medical services director agreement 2022.doc](#)

AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 20____, by and between

CITY OF ELMIRA, a municipal corporation organized under the laws of the State of New York with its principal offices located at 317 East Church Street, Elmira, NY 14901 (hereinafter "**City**"),

and

MARC IMMERMANN, M.D. of 23 Halderman Hollow Road, Elmira, NY 14903, (hereinafter "**Provider**")

W I T N E S S E T H:

WHEREAS, the Provider hereto desires to make available to the City the Services as authorized by applicable laws of the State of New York; and as outlined in **Attachment A**; and

WHEREAS, the Provider is qualified to provide and is willing and authorized to furnish such services to the City; and

WHEREAS, the City desires to contract with the Provider for the furnishing of such services as aforesaid, and the said Provider has agreed to render and furnish such services to the City to the extent indicated herein, and under the terms and conditions hereinafter provided; and

NOW, THEREFORE, it is mutually agreed between the parties involved as follows:

1. TERM OF AGREEMENT. This Agreement shall become effective from January 1, 2022 and shall terminate on December 31, 2022.

2. BUDGET AND TOTAL AMOUNT OF AGREEMENT. The Provider agrees that the budget attached hereto and made a part hereof as **Attachment B** accurately lists any personnel and/or other costs for services to be rendered by the Provider under this Agreement.

This Agreement shall not exceed a total budget cost of **One Thousand Five Hundred and No/100 Dollars (\$1,500.00)**.

The City will provide payment to the Provider as described in **Attachment C** attached hereto and made a part hereof.

3. RELATIONSHIP AS INDEPENDENT PROVIDER. The relationship of the Provider to the City shall be that of independent Provider. The Provider, in accordance with this status as an independent provider, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be an officer or employee of

the City by reason thereof and that he will not by reason thereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, or retirement membership or credits.

4. ASSIGNMENTS. The Provider shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without prior written consent of the City, which consent shall not be unreasonably withheld.

5. COMPLIANCE WITH APPLICABLE LAWS. The Provider shall have the overall administration and responsibility for carrying out the terms of this contract and shall comply with all applicable Federal, State and local statutes, rules and regulations.

The Provider shall furnish services in accordance with applicable requirements of law and shall cooperate with the City as may be required so that the City shall be able to fulfill its function and responsibilities in order to meet all of the applicable City, County, State and Federal requirements pertaining thereto.

6. NEW FEDERAL OR STATE REQUIREMENTS. In the event that Federal or State Departments issue new or revised requirements to the City pertaining to services rendered in the performance of this Agreement, then the City shall promptly notify the Provider of said change(s) and the Provider shall comply with said requirements.

7. RECORDS RETENTION. The Provider agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any persons duly authorized by the City shall have full access and the right to examine any of said materials during said reporting period.

8. CONFIDENTIALITY. The Provider and the City shall observe and require the observance of applicable City, County, Federal and State requirements relating to the confidentiality of records and information.

9. CLAIMS, PAYMENTS AND AUDITS. The Provider agrees that all claims submitted for reimbursement to the City shall be true and correct and that reimbursement by the City does not duplicate reimbursement received by the Provider from any other sources.

10. INSURANCE. The Provider agrees to procure and maintain at his own expense and without direct expense to the City during the term of this Agreement (until final acceptance by the City for the services covered by this Agreement), insurance of the kinds and in the amounts hereinafter specified in **Attachment D**.

Provider acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. Provider is to furnish the City with a certificate of insurance

evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

11. HOLD HARMLESS INDEMNIFICATION. The Provider agrees to indemnify and hold harmless the City, its officers, employees and agents against all liability, judgments, costs and expenses upon any claims arising from the negligence of the Provider, its agents, officers or employees in performing the work under this Agreement.

12. NEPOTISM/CONFLICT OF INTEREST. The Provider agrees and is obligated to disclose that no current officer, director or incorporator of the Provider shall be hired or retained by the Provider to fill any staff position or perform any services required under this Agreement and that parents, spouses, siblings and children of current officers, directors or incorporators will not be employees paid from these funds without prior written approval of the City.

13. TERMINATION. Each party shall have the right to terminate this Agreement by giving 30 days prior written notice to the other party.

A. Notwithstanding the above, if, through any cause, the Provider fails to comply with legal, professional, City, County, Federal or State requirements for the provision of services or with the provisions of this Agreement, or if the Provider becomes bankrupt or insolvent or falsifies his records or reports, or misuses his funds from whatever source, the City may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider;

B. The City shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement effective as of the date of termination, but the City shall be responsible for payment of all claims for services provided and costs incurred by the Provider prior to termination of this Agreement, that are pursuant to, and after the Provider's compliance with, the terms and conditions herein, subject to any adjustments the City may have;

14. NONDISCRIMINATION. The City and Provider agree to comply with all applicable rules and regulations regarding nondiscrimination regarding work to be performed under this Agreement. In compliance with New York State and Federal laws, Provider and City shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, blindness, sexual preference, sponsorship, employment, source of payment or retaliation in the performance of this Agreement.

FOR CONTRACTS RECEIVING STATE FUNDING. The Provider shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Providers found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans,

including staff education, to prevent future incidents. In cases of repeated violations or refusal to comply, State funding to such Providers shall be terminated and/or administrative fines imposed.

15. EXECUTORY BASED ON AVAILABILITY OF MONIES. 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 by the purchase beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request appropriate or make available monies for the purpose of the contract.

16. COOPERATION. The Provider and the City recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do, in such manner as will thus promote the interest of both and render the highest service to the public and in accordance with the provisions of this Agreement.

17. GENERAL PROVISIONS. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. LEGALITY. Notwithstanding any of the provisions of this Agreement, each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this contract shall be read and enforced as though said provisions were included herein, and in any event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction. Provider acknowledges that this Agreement is subject to various provisions of federal, state, local laws governing contracts with governmental units, including, but not limited to, nondiscrimination, equal employment opportunity, wage, hour, other employment provisions. Provider represents that it will comply with all such applicable provisions, which will be read and enforced as if those provisions were included herein at length.

19. SEVERABILITY. If any term or provision of this Agreement or the application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

20. HEADINGS. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

21. INCLUSION. The following additional schedules are attached and made a part hereof: **ATTACHMENT "A", "B", "C", "D"; EXHIBIT "1" and EXHIBIT "2"**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date herein written.

CITY OF ELMIRA

By:

Daniel J. Mandell, Jr.

Mayor

Resolution No. 2021 - _____

Marc Immerman, M.D.

<i>Attachment A</i>	<i>=</i>	<i>Service Description</i>
<i>Attachment B</i>	<i>=</i>	<i>Budget</i>
<i>Attachment C</i>	<i>=</i>	<i>Payment Schedule</i>
<i>Attachment D</i>	<i>=</i>	<i>Certificate of Insurance</i>
<i>Exhibit 1</i>	<i>=</i>	<i>Certificate of Insurance Requirements</i>
<i>Exhibit 2</i>	<i>=</i>	<i>Authorizing Resolution</i>

ATTACHMENT “A”

SERVICE DESCRIPTION

Provider shall:

1. Act as advisor and advocate for the City of Elmira and the Elmira Police Department in all matters concerning medical care and treatment by the Elmira Police Department.
2. Identify the level of emergency medical care to be provided by the Police Department personnel.
3. Review current protocols and identify all medical situations to which Police Department’s SWAT Team medic is to be dispatched.
4. Assist the Police Chief in keeping the Police Department’s SWAT Team medical response in compliance with all requirements of the New York State Health Department.
5. Assist the Police Chief to maintain and improve the current standard of emergency medical services provided by the Police Department.
6. Assist the Police Chief to represent the City and the Police Department in all matters concerning emergency medical issues when dealing with other agencies.
7. Approve and supervise all emergency medical training for Police Department paramedics and the SWAT Team medic(s).
8. Approve all medical equipment used by the Elmira Police Department.
9. Approve all medical procedures to be performed by the Elmira Police Department.
10. At least once every four months, randomly review Pre-Hospital Care Reports (PCR’s) to assure all proper protocols are followed by Police Department personnel.

ATTACHMENT “B”

BUDGET

1. The total budget for the professional services to be provided during the term of this Agreement is One Thousand Five Hundred and No/100 Dollars (\$1,500.00).

ATTACHMENT “C”

PAYMENT SCHEDULE

The City shall pay the Provider for services rendered in the following manner:

The amount of ***One Thousand Five Hundred and No/100 Dollars (\$1,500.00)*** upon execution of this contract by both parties.

ATTACHMENT “D”
CERTIFICATE OF INSURANCE

EXHIBIT “1”

CERTIFICATE OF INSURANCE REQUIREMENTS

During the term of this Agreement, Provider shall maintain in effect at his sole expense professional medical malpractice liability insurance issued by an insurer authorized to issue such coverage in the State of New York insuring the Provider with limits of coverage of not less than \$1,000,000 per claim and \$3,000,000 aggregate. Provider shall furnish to the City a certificate evidencing such insurance.

EXHIBIT “2”

AUTHORIZING RESOLUTION

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the agreement between Chemung County and the City effective from January 1, 2022 through December 31, 2022 whereby the City shall provide to the County services consisting of the operation of the Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed \$216,723.00, authorizing the Mayor to execute said agreement; said agreement subject to Corporation Counsel approval.

Resolution Number:

2021-346

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution County DSS full time & Youth Court 2022 agmt 12.6.2021.doc](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The City and the County have previously entered into a contract whereby the City conducted the Youth Court, and the City provided a full-time police officer as a Fraud Investigator for the Department of Social Services. The current contract expires December 31, 2021. The City and County wish to renew this contract for calendar year 2022, which contract provides that the County will pay the City the sum of \$216,723.00 for these services.

The following resolution authorizes the agreement and further authorizes the Mayor to execute the agreement.

Respectfully yours,

P. Michael Collins
City Manager

December 6, 2021

RESOLUTION
NO. 2021 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the agreement between the County of Chemung and the City of Elmira regarding certain services to be provided by the City in consideration for payment by the County, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby approve the agreement between the County of Chemung and the City of Elmira effective from January 1, 2022 and terminating December 31, 2022, whereby the City shall provide to the County services consisting of the operation of the Youth Court and a full-time Fraud Investigator for the County Department of Social Services for a total consideration not to exceed \$216,723.00 for the year 2022; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute said agreement; the 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	

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing and approving the extension of the City's contract, subject to the same terms and conditions contained in the Agreement between the City and the Star-Gazette dated February 12, 2021 for the publication of acts of the Council as are required to be published for the year 2022.

Resolution Number:

2021-347

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution official newspaper star-gazette extension of agmt for 2022 12.6.2021.doc](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to prior Council authorization (Resolution No. 2021-29), the City entered into a contract with the Star Gazette with a mailing address of PO Box 285, Elmira, NY for the publication of acts of the Council as are required to be published for the year 2022. The current contract provides for an extension for an additional year under the same terms and conditions upon mutual agreement of the parties.

The Star Gazette has indicated in writing its desire to extend said contract for one additional year under the original terms and conditions. The following resolution authorizes the extension.

Respectfully yours,

P. Michael Collins
City Manager

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the extension of the contract with Star Gazette pursuant to the terms of the contract as originally authorized by Resolution No. 2021-29, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira does hereby authorize and approve the extension of the City's contract with the Star Gazette for the publication of acts of the Council as are required to be published for the year 2022, subject to the same terms and conditions contained in the Agreement between the parties dated February 12, 2021.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

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

Agenda Summary:	Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an Agreement with Dewittsburgh Housing Development Fund Corporation by which the City shall provide additional police services to Dewittsburgh commencing January 1, 2022 through December 31, 2022 in consideration for payment to the City of \$154,500.00; said Agreement subject to Corporation Counsel approval.
Resolution Number:	2021-348
Sponsor:	Brent Stermer

ATTACHMENTS

[resolution dewittsburgh housing additional police services 2022 agmt 12.6.2021.doc](#)

December 6, 2021

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In previous years, the City entered into an agreement with Dewittsburgh Housing Development Fund Corporation (“Dewittsburgh”), a not-for-profit corporation, whereby the City agreed to provide additional police services for drug elimination purposes to the Dewittsburgh Housing area. The current agreement expires December 31, 2021.

In consideration for these services, Dewittsburgh has agreed to pay the City the sum of \$154,500.00 during calendar year 2022.

The following resolution authorizes the Mayor to execute a new agreement with Dewittsburgh Housing Development Fund Corporation for the year 2022.

Respectfully submitted,

P. Michael Collins
City Manager

December 6, 2021

RESOLUTION
NO. 2021 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an agreement with Dewittsburgh Housing Development Fund Corporation, for additional police services, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with Dewittsburgh by which the City shall provide additional police services to Dewittsburgh in consideration for the payment of \$154,500.00, with the Agreement commencing on January 1, 2022 and expiring on December 31, 2022; said Agreement 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	

Elmira City Council

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

Resolution Number: 2021-349

Sponsor: Mayor Mandell

ATTACHMENTS

[12-06-2021 audit \(LEAD\).doc](#)

December 6, 2021

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$49,859.60** are hereby audited for payment for the LEAD Hazard Reduction Grant, December 6, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
Rehab- Lead Testing	Eco-Testing Services	Inv# 6 Full lead inspection	\$ 775.00
Telephone expenses	City Chamberlain	Inv# 2021-00000044	\$ 31.25
LEAD- Fringe Benefits	NYS Employee Retirement System	Estimated Pension contribution payment	\$ 3,743.35
Healthy Homes Supplement	See Attached	Healthy Homes Supplement Grant (See attached for client's name and address)	\$ 5,000.00
Lead Hazard Reduction Control	See Attached	Lead Hazard Reduction Control Grant (See attached for client's name and address)	\$ 14,610.00
Healthy Homes Supplement	See Attached	Healthy Homes Supplement Grant (See attached for client's name and address)	\$ 5,000.00
Lead Hazard Reduction Control	See Attached	Lead Hazard Reduction Control Grant (See attached for client's name and address)	\$ 18,000.00

Payroll Expenses	Payroll	November 24, 2021 payroll to be reimbursed to CDBG- not to exceed:	\$ 2,700.00
		TOTAL	\$ 49,859.60



Agenda Summary: Act on Anti-Displacement Learning Network Grant Program Audit.

Resolution Number: 2021-350

Sponsor: Mayor Mandell

ATTACHMENTS

[12-06-2021 audit \(ADLN\).docx](#)

December 6, 2021

CITY OF ELMIRA
ANTI-DISPLACEMENT LEARNING NETWORK
RESOLUTION NO. 2021-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$10,000.00**, they are hereby audited for payment for the Anti Displacement Learning Network grant, December 6, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
N/A (Payment to come from City Chamberlain)	See Attachment	Anti-displacement learning network grant funding	\$ 10,000.00
TOTAL			\$ 10,000.00

Elmira City Council

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

Resolution Number: 2021-351

Sponsor: Mayor Mandell

ATTACHMENTS

[12-6-2021 audit \(CDBG;HOME\).docx](#)

December 6, 2021

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

Councilmember _____

RESOLVED, that the bills in the amount of **\$103,222.38**, they are hereby audited for payment for the Community Development Block Grant, December 6, 2021.

ADOPTED BY THE FOLLOWING VOTE

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

Acct. Name	Payee	Item	Amount
FTHB Grant 45th year	See Attached	First time Homebuyer Grant: Down payment Assistance (see attached for client's name & address)	\$ 10,000.00
FTHB Home Inspection	Snyder Inspection Services	First time home buyer Inspection Services (see attached for client's name & address)	\$ 500.00
FTHB Pre Counseling 45th year	Catholic Charities	First time home buyer Pre Counseling services (see attached for client's name & address)	\$ 2,000.00
Scattered Site Rev 44th year	Chemung County Property Development Corporation	Chemung County Land Bank property revitalization program See attached for Client's name and address	\$ 24,000.00

Arbor/Scattered Site Capital	Chemung County Property Development Corporation	Chemung County Land Bank property revitalization program See attached for Client's name and address	\$ 16,000.00
City Chamberlain	Admin- Postage	Inv# 2021-00000045 November 2021 postage charges	\$ 53.16
City Chamberlain	Admin-Telephone	In# 2021-00000046 November 2021 telephone charges	\$ 2.76
Admin- ADP Charges Rehab- ADP Charges	ADP, Inc	Inv# 591878474 Payroll processing charges for Oct 10 and October 24 payrolls	\$ 162.00
Admin- Fringe Benefits Rehab- Fringe Benefits	NYS Employee Retirement System	Estimated Pension contribution payment	\$ 34,906.65
Grace Episcopal Church-CV	Grace Episcopal Church	CDBG-CV grant CARES Act funding. COVID related expenses	\$ 597.81
Rehab- Payroll Admin Payroll	Payroll	December 9, 2021 payroll not to exceed	\$ 13,500.00
CARES Act payroll	Payroll	December 9, 2021 payroll not to exceed	\$ 1,500.00
		TOTAL	\$ 103,222.38

Elmira City Council

Agenda Summary: American Rescue Plan Business Program

Resolution Number: 2021-352

Sponsor: Mayor Mandell

ATTACHMENTS

[ARP BUSINESS COVER SHEET.pdf](#)
[ARP BUSINESS BACKUP.pdf](#)

DATE: December 6, 2021
TO: THE HONORABLE MAYOR AND COUNCIL
FROM: AMERICAN RESCUE PLAN

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

BUSINESS PROGRAM	\$73,425.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$73,425.00 =====
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RESOLUTION NO. 2021-

By Councilmember _____

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

\$73,425.00

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: 12/06/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star						
Check	12/06/2021	100082	Accounts Payable	ANNIE'S		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100083	Accounts Payable	AWARD WINNING NAILS		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100084	Accounts Payable	CHARLES WINDOW CO		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100085	Accounts Payable	CRAFT FARM LLC		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100086	Accounts Payable	ELMIRA ELECTRICAL SERVICES		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100087	Accounts Payable	HEALING ARTS CHIROPRACTIC & WELLNESS		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100088	Accounts Payable	HEART TO HEART YOGA AND HEALING		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100089	Accounts Payable	JENNIFER SKIDMORE DAYCARE		3,425.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		3,425.00
Check	12/06/2021	100090	Accounts Payable	KEENE SENSE OF STYLE		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100091	Accounts Payable	LAURA'S HAIR DESIGN		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100092	Accounts Payable	MOSS PHOTO AND DESIGN LLC		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100093	Accounts Payable	OLETHA'S BEAUTY SALON		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00
Check	12/06/2021	100094	Accounts Payable	PETER STRUMPF DDS		5,000.00
	Invoice		Date	Description		Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program		5,000.00

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Check	12/06/2021	100095	Accounts Payable	SLBR INC	5,000.00
	Invoice		Date	Description	Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program	5,000.00
Check	12/06/2021	100096	Accounts Payable	SOUTHERN TIER COUNSELING CENTER, LLC	5,000.00
	Invoice		Date	Description	Amount
		ARP BUSINESS	11/23/2021	American Rescue Plan - Business Program	5,000.00
ARP 5* ARP Five Star Totals:				Transactions: 15	\$73,425.00
Checks:	15			\$73,425.00	

Agenda Summary: American Rescue Plan - Non Profit Program
Resolution Number: 2021-353
Sponsor: Mayor Mandell

ATTACHMENTS

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

DATE: December 6, 2021
TO: THE HONORABLE MAYOR AND COUNCIL
FROM: AMERICAN RESCUE PLAN
NON PROFIT PROGRAM

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

NON PROFIT PROGRAM	\$25,000.00
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GRAND TOTAL PAYMENTS:	----- \$25,000.00 =====
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RESOLUTION NO. 2021-

By Councilmember _____

RESOLVED, that the applications in the amount of \$25,000.00
 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: 12/06/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star					
Check	12/06/2021	100077 Accounts Payable	ABLE2 ENHANCING POTENTIAL, INC.		5,000.00
	Invoice	Date	Description		Amount
	NON PROFIT	11/24/2021	American Rescue Plan - Non Profit		5,000.00
Check	12/06/2021	100078 Accounts Payable	FTC OUTREACH MINISTRIES		5,000.00
	Invoice	Date	Description		Amount
	NON PROFIT	11/24/2021	American Rescue Plan - Non Profit		5,000.00
Check	12/06/2021	100079 Accounts Payable	OFHOPE DAYCARE CENTER		5,000.00
	Invoice	Date	Description		Amount
	NON PROFIT	11/24/2021	American Rescue Plan - Non Profit		5,000.00
Check	12/06/2021	100080 Accounts Payable	OUR FATHER'S HOUSE OF PRAYER		5,000.00
	Invoice	Date	Description		Amount
	NON PROFIT	11/24/2021	American Rescue Plan - Non Profit		5,000.00
Check	12/06/2021	100081 Accounts Payable	THE SENIOR CENTER INC		5,000.00
	Invoice	Date	Description		Amount
	NON PROFIT	11/24/2021	American Rescue Plan - Non Profit		5,000.00
ARP 5* ARP Five Star Totals:			Transactions: 5		\$25,000.00
Checks:	5	\$25,000.00			

Agenda Summary: American Rescue Plan - Property Rehab

Resolution Number: 2021-354

Sponsor: Mayor Mandell

ATTACHMENTS

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

[ARP PROPERTY REHAB BACKUP.pdf](#)

DATE: December 6, 2021
TO: THE HONORABLE MAYOR AND COUNCIL
FROM: AMERICAN RESCUE PLAN

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

Property Rehab	\$15,000.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$15,000.00 =====
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RESOLUTION NO. 2021-

By Councilmember _____

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

\$15,000.00

ADOPTED BY THE FOLLOWING VOTE:

AYES-----NAYS

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

=====

Name	Address	Type of Project	Contractor	Amount of Quote	Amount approved
Ann & Paul Beach	962 Walnut St	new sidewalks	Armstrong Contracting	5,000.00	5,000.00
Ann & Paul Beach	509 Harper	new windows and new flooring	C & D Contracting	13,600.00	5,000.00
Ann & Paul Beach	1562 Pratt St	new flooring, sheet rock and siding	C & D Contracting	5,800.00	5,000.00
					15,000.00

Elmira City Council

Agenda Summary: American Rescue Plan - Chamber of Commerce

Resolution Number: 2021-355

Sponsor: Mayor Mandell

ATTACHMENTS

[ARP TOURISM COVER SHEET.pdf](#)
[ARP TOURISM BACKUP.pdf](#)

DATE: December 6, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: AMERICAN RESCUE PLAN

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

TOURISM	\$15,000.00
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GRAND TOTAL PAYMENTS PER ATTACHED COMPUTER LIST:	----- \$15,000.00 =====
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RESOLUTION NO. 2021-

By Councilmember _____

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

\$15,000.00

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: 12/06/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: ARP 5* - ARP Five Star					
Check	12/06/2021	100097 Accounts Payable	CHAMBER OF COMMERCE		15,000.00
	Invoice	Date	Description		Amount
	TROLLEY REPAIR	11/24/2021	American Rescue Plan		15,000.00
ARP 5* ARP Five Star Totals:			Transactions: 1		\$15,000.00
Checks:	1	\$15,000.00			



Agenda Summary: Act on Audit
Resolution Number: 2021-356
Sponsor: Mayor Mandell

ATTACHMENTS

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

DATE: December 6, 2021

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

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

CURRENT BUDGET FUNDS:	\$119,492.53
CAPITAL FUNDS:	\$271,333.53
COMMUNITY DEVELOPMENT:	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$390,826.06
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OTHER PAYMENTS:

PAYROLLS W/E Dec 5, 2021	\$1,100,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$6,371.22
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$1,106,371.22
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GRAND TOTAL PAYMENTS:	\$1,497,197.28
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RESOLUTION NO. 2021-

By Councilmember _____

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

\$1,497,197.28

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: 12/06/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	12/06/2021	198765 Accounts Payable	AIRGAS EAST		69.50
	Invoice	Date	Description		Amount
		9983517094	11/22/2021 OXYGEN		69.50
Check	12/06/2021	198766 Accounts Payable	AMAZON CAPITAL SERVICES INC		86.99
	Invoice	Date	Description		Amount
		1TV4-7MYP-4WQG	10/25/2021 AMAZON Office Chair Station 5		86.99
Check	12/06/2021	198767 Accounts Payable	AMAZON CAPITAL SERVICES INC		1,230.00
	Invoice	Date	Description		Amount
		1VWV-39L3-HDJ4	11/16/2021 PPE for HUD Grant Community Development		114.00
		1CMN-NLYK-DTYD	11/22/2021 AMAZON Mattresses		1,116.00
Check	12/06/2021	198768 Accounts Payable	ARCHIE STURCH		95.91
	Invoice	Date	Description		Amount
		OCTOBER 2021	11/22/2021 HRA MEDICAL		95.91
Check	12/06/2021	198769 Accounts Payable	Auto Zone		56.03
	Invoice	Date	Description		Amount
		2950311594	11/18/2021 PARTS/BLANKET PO - PGB-2220		56.03
Check	12/06/2021	198770 Accounts Payable	BALLAND ENTERPRISES INC.		1,200.00
	Invoice	Date	Description		Amount
		2021-2034	11/22/2021 FENCE REPAIR (DUE TO ACCIDENT)		1,200.00
Check	12/06/2021	198771 Accounts Payable	BRYANT TRANCHANT		50.76
	Invoice	Date	Description		Amount
		REIMBURSEMENT	11/22/2021 MILEAGE REIMBURSEMENT		50.76
Check	12/06/2021	198772 Accounts Payable	CASTLE CLEANERS		75.25
	Invoice	Date	Description		Amount
		D4-431846/95	11/22/2021 CUST #8260		75.25
Check	12/06/2021	198773 Accounts Payable	CHAMPION FASTENERS		309.85
	Invoice	Date	Description		Amount
		71903	11/18/2021 SAFETY VESTS, GLOVES - STREET		106.00
		71945, 72047	11/18/2021 PARTS/HARDWARE - BLANKET PO RFB# 2143		203.85
Check	12/06/2021	198774 Accounts Payable	CHEMUNG COUNTY TRANSFER		15,530.01
	Invoice	Date	Description		Amount
		133016,133037	11/01/2021 GARBAGE COLLECTION FEES 2021		10,400.74
		133018	11/01/2021 GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS		611.32
		133075	11/08/2021 GARBAGE COLLECTION FEES-4TH 2021 ELM HEIGHTS		470.96
		133058	11/08/2021 GARBAGE COLLECTION FEES 2021		637.42
		133106	11/15/2021 CUST#TI-00038		452.50
		133057	11/08/2021 CUST#TI-00038		1,714.59
		133017	11/01/2021 CUST#TI-00038		1,242.48
Check	12/06/2021	198775 Accounts Payable	CHEMUNG SUPPLY CORPORATION		443.10
	Invoice	Date	Description		Amount
		12289	11/18/2021 BLANKET FOR DRANAGE SUPPLIES		443.10

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Check	12/06/2021	198776	Accounts Payable	CYNCON EQUIPMENT	68.77
	Invoice		Date	Description	Amount
	87213		11/18/2021	BROOM SWEEPER PARTS/BLANKET PO	68.77
Check	12/06/2021	198777	Accounts Payable	DIRECT ENERGY BUSINESS MARKETING, LLC	1,129.16
	Invoice		Date	Description	Amount
	HS12742895		11/22/2021	ACCT#692586-3081	1,129.16
Check	12/06/2021	198778	Accounts Payable	ELM CHEVROLET CO. INC.	3,167.07
	Invoice		Date	Description	Amount
	66430CIT		11/18/2021	REPAIRS/ SIGN SHOP BUCKET TRUCK	3,167.07
Check	12/06/2021	198779	Accounts Payable	ENERGY SAVERS OF CHEMUNG LTD.	489.46
	Invoice		Date	Description	Amount
	ES 0415		11/15/2021	ENERGY SAVERS HQ Window	489.46
Check	12/06/2021	198780	Accounts Payable	FERRARIO FORD LINCOLN MERCURY	336.15
	Invoice		Date	Description	Amount
	58091CIT		11/18/2021	MISC. MANUF PARTS - BLANKET PO	336.15
Check	12/06/2021	198781	Accounts Payable	FIRE ALARM SERVICE TECHNOLOGY INC	110.00
	Invoice		Date	Description	Amount
	40959		11/10/2021	faulty alarm detector in police storage	110.00
Check	12/06/2021	198782	Accounts Payable	HERITAGE CRYSTAL CLEAN , LLC	3,628.35
	Invoice		Date	Description	Amount
	17090148		11/18/2021	OIL/WATER SEPERATOR SERVICING-BLANKET PO	3,628.35
Check	12/06/2021	198783	Accounts Payable	HESELSON'S	329.97
	Invoice		Date	Description	Amount
	23379		10/19/2021	CSES BOOT ALLOWANCE-HOWE	139.99
	23506		11/08/2021	CSEA UNIFORM ALLOWANCE-TICE	189.98
Check	12/06/2021	198784	Accounts Payable	HIVIS SUPPLY	706.23
	Invoice		Date	Description	Amount
	357969A+		10/27/2021	SAFETY SUPPLIES	706.23
Check	12/06/2021	198785	Accounts Payable	HORIZON SOLUTIONS CORP.	114.24
	Invoice		Date	Description	Amount
	5445731-00		11/05/2021	ELECTRICAL SUPPLIES	114.24
Check	12/06/2021	198786	Accounts Payable	I. D. BOOTH, INC.	3,175.85
	Invoice		Date	Description	Amount
	S1178983.002		11/18/2021	PARKING METERS-POSTS/HARDWARE BLANKET PO	1,560.38
	S1196760.001		11/18/2021	FLEET-ELECTRONIC PARTS/ SENSORS/ BLANKET PO	5.71
	S1182391.001		11/22/2021	BOOTH Light Bulbs Station 3	55.64
	S1175698.001		11/22/2021	ID BOOTH Milwaukee Tools	1,554.12
Check	12/06/2021	198787	Accounts Payable	IPS GROUP, INC	2,933.44
	Invoice		Date	Description	Amount
	INV65379		10/31/2021	PARKING METER CHARGES	2,933.44
Check	12/06/2021	198788	Accounts Payable	JEMCO WATER TREATMENTS SERVICES, INC	1,725.00
	Invoice		Date	Description	Amount
	66572		11/01/2021	WATER TREATMENT FOR CITY OWNED BOILERS	1,725.00
Check	12/06/2021	198789	Accounts Payable	LAFRANCE EQUIPMENT CORP.	195.00
	Invoice		Date	Description	Amount
	0062222-IN		11/22/2021	LAFRANCE Helmet Shields	195.00
Check	12/06/2021	198790	Accounts Payable	LAW ENFORCEMENT PSYCHOLOGICAL ASSOCIATES	848.00
	Invoice		Date	Description	Amount

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	5857	11/22/2021	NEW HIRE TESTING	848.00
Check	12/06/2021	198791 Accounts Payable	LAZ PARKING MGMT.LTD	8,792.26
	Invoice	Date	Description	Amount
	OCTOBER 2021	11/22/2021	PARKING GARAGE	8,792.26
Check	12/06/2021	198792 Accounts Payable	LOWE'S COMPANIES, INC.	219.24
	Invoice	Date	Description	Amount
	44576	11/08/2021	BLANKET FOR FLOWERS, PLANTS & MULCH	149.55
	15493	11/16/2021	BLANKET FOR TOOLS, PAINT, IRRIGATION & MOWER PARTS	69.69
Check	12/06/2021	198793 Accounts Payable	MCDONALD EXCAVATING, INC.	381.00
	Invoice	Date	Description	Amount
	55613	11/15/2021	MULCH & DIRT FOR CITY HALL FLOWER BEDS	228.00
	55613-2	11/18/2021	TOPSOIL FOR STUMPS RFB# 2274 BLANKET PO	153.00
Check	12/06/2021	198794 Accounts Payable	MEDICAL WAREHOUSE	3,073.35
	Invoice	Date	Description	Amount
	209214	11/22/2021	MEDICAL WAREHOUSE Albuterol	28.10
	209642/691/554	11/22/2021	MEDICAL WAREHOUSE EMS Supplies	3,045.25
Check	12/06/2021	198795 Accounts Payable	MOODY'S INVESTMENT SERVICE	10,500.00
	Invoice	Date	Description	Amount
	PO391063	11/22/2021	AUDIT SERVICES	10,500.00
Check	12/06/2021	198796 Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.	90.20
	Invoice	Date	Description	Amount
	IN1644810	11/22/2021	MES Uniform Shirts Overly	90.20
Check	12/06/2021	198797 Accounts Payable	NAPA AUTO PARTS	3,736.76
	Invoice	Date	Description	Amount
	6718-045043+	11/18/2021	PARTS/BLANKET PO/SOURCEWELL CONTRACT	3,736.76
Check	12/06/2021	198798 Accounts Payable	NOCO	183.78
	Invoice	Date	Description	Amount
	SP12197293	11/18/2021	FUEL-BLANKET PO RFB#2201 MTGC	183.78
Check	12/06/2021	198799 Accounts Payable	NU-WAY ELMIRA	8.35
	Invoice	Date	Description	Amount
	11740B3355	11/18/2021	PARTS/EQUIPMENT - BLANKET PO	8.35
Check	12/06/2021	198800 Accounts Payable	NY STATE TURFGRASS ASSOCIATION	250.00
	Invoice	Date	Description	Amount
	WEBINAR MEMBER	11/22/2021	2022 MEMBERSHIP FOR BRIAN POWELL - ID 14863	250.00
Check	12/06/2021	198801 Accounts Payable	NYS ACADEMY OF FIRE SCIENCE	128.00
	Invoice	Date	Description	Amount
	V0034022/23	11/09/2021	NYS FIRE ACADEMY Training Classes BPO	128.00
Check	12/06/2021	198802 Accounts Payable	NYS ASSOCIATION OF FIRE CHIEFS	175.00
	Invoice	Date	Description	Amount
	2022	11/22/2021	NYSAFC 2022 Renewal	175.00
Check	12/06/2021	198803 Accounts Payable	NYSEG	26,508.70
	Invoice	Date	Description	Amount
	11/9/21	11/22/2021	ACCT#1005-0397-206	132.46
	11-15-21	11/15/2021	ACCT#1901-0154-003	23,820.06
	11/15/21	11/22/2021	ACCT#1901-0000-214	2,556.18
Check	12/06/2021	198804 Accounts Payable	NYSID	3,930.35
	Invoice	Date	Description	Amount
	936764	11/16/2021	ANNUAL BUILDING CLEANING CONTRACT	3,930.35
Check	12/06/2021	198805 Accounts Payable	PEOPLEREADY INC	7,573.65
	Invoice	Date	Description	Amount

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	27000778	11/10/2021	TEMP SERVICES	4,063.47
	27018288	11/17/2021	TEMP SERVICES	3,510.18
Check	12/06/2021	198806 Accounts Payable	POINT SPRING & DRIVESHAFT CO.	414.19
	Invoice	Date	Description	Amount
	134885+	11/18/2021	HEAVY DUTY PARTS/ RFB# 2077R	414.19
Check	12/06/2021	198807 Accounts Payable	R & R PRODUCTS, INC.	993.10
	Invoice	Date	Description	Amount
	CD2618765	11/15/2021	BLANKET PURCHASE FOR EQUIPMENT PARTS AND GOLF COURSE SUPPLIES	993.10
Check	12/06/2021	198808 Accounts Payable	S V MOFFETT CO INC	39.27
	Invoice	Date	Description	Amount
	03-318367	11/18/2021	PARTS FOR B&G MOWER	39.27
Check	12/06/2021	198809 Accounts Payable	SAM'S CLUB DIRECT	143.68
	Invoice	Date	Description	Amount
	3616 06431	11/17/2021	BABY WIPES	143.68
Check	12/06/2021	198810 Accounts Payable	SANDY'S SEWING	12.00
	Invoice	Date	Description	Amount
	155580/155581	11/22/2021	ALTERATIONS	12.00
Check	12/06/2021	198811 Accounts Payable	SOUTHERN TIER SENTRY HARDWARE	63.57
	Invoice	Date	Description	Amount
	77122,77113	11/22/2021	SO TIER SENTRY Various Hardware BPO	63.57
Check	12/06/2021	198812 Accounts Payable	STAPLES BUSINESS ADVANTAGE	149.99
	Invoice	Date	Description	Amount
	3492165717	11/06/2021	CUST # RCH 1004277	149.99
Check	12/06/2021	198813 Accounts Payable	SUBURBAN PROPANE	121.01
	Invoice	Date	Description	Amount
	505798	11/18/2021	PROPANE FOR SHOP - BLANKET PO	121.01
Check	12/06/2021	198814 Accounts Payable	THOMAS MORRISSEY	393.43
	Invoice	Date	Description	Amount
	OCTOBER 2021	11/22/2021	HRA MEDICAL	393.43
Check	12/06/2021	198815 Accounts Payable	TIME WARNER CABLE	97.84
	Invoice	Date	Description	Amount
	855263901100021	11/11/2021	YEARLY CABLE AT MTGC/ 202-855263901-001	97.84
Check	12/06/2021	198816 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	158.01
	Invoice	Date	Description	Amount
	79674	11/08/2021	MESSAGING SERVICES	158.01
Check	12/06/2021	198817 Accounts Payable	UniFirst Corporation	270.92
	Invoice	Date	Description	Amount
	051-3328081+	11/18/2021	FLOOR MATS FOR BUILDINGS 4TH QTR	145.00
	3325785, 3328080	11/18/2021	LAUNDRY SERVICE - BLANKET PO	125.92
Check	12/06/2021	198818 Accounts Payable	VASCO BRANDS, INC.	746.44
	Invoice	Date	Description	Amount
	X004825+	09/08/2021	VASCO Cleaning Supplies BPO	415.18
	4831, A&B	11/22/2021	VASCO Cleaning Supplies BPO	331.26
Check	12/06/2021	198819 Accounts Payable	W. W. GRAINGER	47.71
	Invoice	Date	Description	Amount
	882566235	10/13/2021	GRAINGER Station 3 Flag	47.71
Check	12/06/2021	198820 Accounts Payable	W. W. GRAINGER	620.00
	Invoice	Date	Description	Amount
	900895078+	11/16/2021	COMPRESSOR REPLACEMENT FOR HEAT	620.00
Check	12/06/2021	198821 Accounts Payable	WARD APPARATUS LLC	2,000.00

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	Invoice	Date	Description	Amount
	1553+	11/18/2021	EFD TRUCKS/OUTSIDE REPAIRS BLANKET PO	2,000.00
Check	12/06/2021	198822 Accounts Payable	WILLIAM GOODWIN	138.99
	Invoice	Date	Description	Amount
	NEW BADGE	11/22/2021	NEW BADGE	138.99
Check	12/06/2021	198823 Accounts Payable	XEROX CORPORATION	801.09
	Invoice	Date	Description	Amount
	014799859	11/04/2021	CUST#721817914	20.94
	014799861	11/04/2021	CUST#722774775	11.15
	504002847	11/03/2021	CUST#954633640	117.88
	504003337	11/03/2021	CUST#955000963	97.63
	504003091	11/03/2021	CUST#954822383	114.68
	504001088	11/03/2021	CUST#504001088	27.16
	504002845	11/03/2021	CUST#954632477	115.65
	504003334	11/03/2021	CUST#954996211	33.68
	504003338	11/03/2021	CUST#955001094	114.68
	504003843	11/03/2021	CUST#955203344	37.46
	504003339	11/03/2021	CUST#955001912	110.18
Check	12/06/2021	198824 Accounts Payable	CHARLES KIMBELL	7.32
	Invoice	Date	Description	Amount
	TM#89.12-6-31	11/22/2021	TAX OVERPAYMENT	7.32
Check	12/06/2021	198825 Accounts Payable	COREY CORNAIRE	35.00
	Invoice	Date	Description	Amount
	ID#15790-7	11/22/2021	SPAY/NEUTER DEPOSIT REFUND	35.00
Check	12/06/2021	198826 Accounts Payable	LOIS SANDRONI	266.50
	Invoice	Date	Description	Amount
	REIMBURSEMENT	11/22/2021	ABATEMENT DOUBLE PAYMENT - REIMBURSE	266.50
Check	12/06/2021	198827 Accounts Payable	MARTHA MAGUIRE GRAY	14.61
	Invoice	Date	Description	Amount
	TM#99.05-2-2	11/22/2021	TAX OVERPAYMENT	14.61
Check	12/06/2021	198828 Accounts Payable	PMAM CORPORATION	8,025.00
	Invoice	Date	Description	Amount
	20211157	11/22/2021	SAAS LIC AGREEMENT - YEAR 1	8,025.00
Check	12/06/2021	198829 Accounts Payable	STATEWIDE MACHINERY	243.13
	Invoice	Date	Description	Amount
	WO-043796	11/22/2021	Fire Protection Equipment - Maintenance/Repair	243.13
Check	12/06/2021	198830 Accounts Payable	TINA GRANT	35.00
	Invoice	Date	Description	Amount
	NEUTER	11/22/2021	SPAY/NEUTER DEPOSIT REFUND	35.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 66	\$119,492.53
Checks:		66	\$119,492.53	

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 12/06/2021

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	12/06/2021	104496 Accounts Payable	DALRYMPLE GRAVEL COMPANY		149,658.41
	Invoice	Date	Description		Amount
	13148,13350	10/24/2021	BLACKTOP - PATCHING RFB# 2212 BLANKET PO		437.45
	89821-03	11/10/2021	HOT ASPHALT MIX PAVEMENT PROJECTS		149,220.96
Check	12/06/2021	104497 Accounts Payable	LABELLA ASSOCIATES, P.C.		35,438.12
	Invoice	Date	Description		Amount
	6755.09 EST. 34	11/04/2021	LAKE ST PED/CONSTRUCTION 6755.09		35,438.12
Check	12/06/2021	104498 Accounts Payable	STREETER ASSOCIATES		83,387.00
	Invoice	Date	Description		Amount
	CLEMSQ EST. 8	10/25/2021	CLEMENS SQ REDEVELOPMENT/DRI FUNDS		83,387.00
Check	12/06/2021	104499 Accounts Payable	VESTAL ASPHALT, INC.		2,850.00
	Invoice	Date	Description		Amount
	0051427-IN	11/11/2021	WOODLAWN CEMETARY PAVING - RFB# 2287		2,850.00
CAP CHECK CAPITAL CHECKING Totals:			Transactions: 4		\$271,333.53
Checks:	4	\$271,333.53			

HAND CHECKS DETAILS

\$6,371.22

CAPITAL HAND CHECKS DETAIL

\$0.00

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City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 11/16/2021

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	11/16/2021	198757	Accounts Payable	AMBER BROOKS-RIGHTMIRE		69.00
	Invoice		Date	Description		Amount
		12/1 TRAINING	11/16/2021	MEALS PER DIEM		69.00
Check	11/16/2021	198758	Accounts Payable	ANDREW HUGHSON		69.00
	Invoice		Date	Description		Amount
		12/1 TRAINING	11/16/2021	MEALS PER DIEM		69.00
Check	11/16/2021	198759	Accounts Payable	BRUCE STANKO		849.99
	Invoice		Date	Description		Amount
		License & Train	11/16/2021	Continuing Education and License Renewal		849.99
Check	11/16/2021	198760	Accounts Payable	CHASE CARD SERVICES		697.83
	Invoice		Date	Description		Amount
		10/7-11/6 STMT	11/16/2021	ACCT 4246315238977290		697.83
Check	11/16/2021	198761	Accounts Payable	CHRISTOHPER ZELKO		69.00
	Invoice		Date	Description		Amount
		12/1 TRAINING	11/16/2021	MEALS PER DIEM		69.00
Check	11/16/2021	198762	Accounts Payable	JAMES J TURCSIK, JR.		2,273.70
	Invoice		Date	Description		Amount
		PAY #19	11/12/2021	PER CONTRACT		2,273.70
Check	11/16/2021	198763	Accounts Payable	JAMES J TURCSIK, JR.		2,273.70
	Invoice		Date	Description		Amount
		PAY #20	11/12/2021	PER CONTRACT		2,273.70
Check	11/16/2021	198764	Accounts Payable	ZACHARY PUGH		69.00
	Invoice		Date	Description		Amount
		12/1 TRAINING	11/16/2021	MEALS PER DIEM		69.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 8		\$6,371.22
Checks:		8	\$6,371.22			

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2021-357

Sponsor: Brent Stermer

ATTACHMENTS

[Adjournment Dec 6.docx](#)

December 6, 2021

RESOLUTION

NO. 2021 – _____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, December 20, 2021, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

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